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Title: **Orange, County of and County Employees Unit, Civil Service Employees Association, Inc. (CSEA), Local 1000, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local 836 (2000)**

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# 820384



**AGREEMENT FOR 2000-2002**

**between**

**COUNTY OF ORANGE (NY)**

**and**

**CIVIL SERVICE EMPLOYEES'  
ASSOCIATION INC.**

**LOCAL 1000, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES' UNION, AFL-CIO FOR  
THE COUNTY EMPLOYEES' UNIT,  
ORANGE COUNTY LOCAL 836**

**EFFECTIVE: JANUARY 1, 2000**

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Agreement between

COUNTY OF ORANGE

and

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.  
LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES' UNION, AFL-CIO for  
THE COUNTY EMPLOYEES' UNIT, ORANGE COUNTY LOCAL 836

DATED: August 11, 2000

EFFECTIVE: January 1, 2000

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## ARTICLE ONE

### PREAMBLE

It is the mutual policy and intent of the parties to this Agreement to:

1. Maintain a harmonious and cooperative relationship between the County of Orange and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
2. Promote fair and reasonable working conditions.
3. Comply with the New York State Public Employees Fair Employment Act.
4. Agree that there shall be no discrimination with regard to employment, promotions and job opportunities in violation of the terms of this Agreement or of applicable law and/or procedures because of Union membership, race, color, creed, sex, age, national origin, marital status, political affiliation or physical disability. However, if an employee or the Union believes the Employer is in violation of this provision, the employee or the Union may invoke the remedies provided herein through the Grievance Procedure, except that any violation of law may only be invoked by the remedies provided by law.

## ARTICLE TWO

### RECOGNITION

1. The parties to this Agreement are the County of Orange, (hereinafter referred to as the "County" or "Employer"), and the

Civil Service Employees' Association, Inc., Local 1000, American Federation of State, County and Municipal Employees' Union, AFL-CIO (hereinafter referred to as the "Union") for the County Employees' Unit, Orange County Local 836.

2. The Employer agrees that the Union shall be the sole and exclusive representative for all employees in the County Employees' Unit excluding those positions described in Schedule "A" annexed and non-recurring seasonal, casual and other irregularly scheduled employees.

3. The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. The Employer agrees that there shall be no lockout of employees, and the Union agrees that it shall not cause or sanction, either directly or indirectly, any picketing, boycott, strike or any other stoppage or slowing down of work during the life of this Agreement. In the event of any such unauthorized activity, the Union shall notify the participating employees that their activities are a violation of the Agreement and shall cease forthwith, and the Union shall order the employees to return to work immediately.

### **ARTICLE THREE**

#### **RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER**

**SECTION 1.** All management functions, rights, powers and authority whether heretofore or hereafter exercised shall remain

vested exclusively in the Employer. It is expressly recognized that these functions include, but are not limited to:

1. Full and exclusive control of the management and operation of the County;
2. Direct supervision of the working force;
3. Scheduling of work;
4. The right to introduce new or improved methods or facilities;
5. The right to hire, promote, transfer, assign and retain employees and to appraise, train, suspend, demote, charge or take disciplinary action against employees;
6. The reduction or increase of the working force and work;
7. The right to abolish or change existing jobs, including the right to establish new jobs, and;
8. The right to formulate any reasonable rules and regulations.

**SECTION 2.** All functions, rights, powers and authority which the Employer has not specifically abridged, terminated or modified by this Agreement are recognized by the Union as being retained by the Employer.

**SECTION 3.** It is agreed that the above cited management rights are not subject to the grievance and/or arbitration procedures set forth in this Agreement unless in the exercise of said rights the Employer has violated a specific term or provision of one or more of the articles of this Agreement.

**SECTION 4.** The Employer agrees that all conditions of employment not otherwise provided for herein relating to wages,

hours of work and general working conditions shall be maintained at the standards in effect at the time of the signing of the Agreement except as specifically modified or abridged by this Agreement. However, it is agreed that the foregoing shall not apply to any conditions of employment not otherwise provided for in this Agreement which might be established by the Employer on or after January 1, 1981.

#### **ARTICLE FOUR**

##### **DEDUCTIONS**

1. Upon receipt of written authorization from the concerned employee, the Employer shall deduct membership dues, life insurance premiums, health and accident premiums, Union fraternal group insurance premiums for a group home and group auto insurance program, as individually designated, home mortgage plan and PEOPLE from the biweekly pay of the employees. The amounts deducted shall be forwarded to Civil Service Employees' Association, Inc., 143 Washington Avenue, Capitol Station, Box 7125, Albany, New York 12224, or such other address as may be agreed to by CSEA Inc. The Union shall have the exclusive right to dues deductions.

2. The Employer shall make available its deferred compensation plan to active bargaining unit employees for the term of this Agreement. The County alone shall determine the plan provider and terms of the plan.

3. The Civil Service Employees' Association, Inc., having been certified as the exclusive representative of employees

within the bargaining unit represented by this Agreement, shall have agency shop fee deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, in an amount equivalent to the membership dues levied by the Civil Service Employees' Association, Inc. The Employer shall make a separate deduction for agency shop fees and remit the amount so deducted by a check made payable to CSEA, Inc. as provided in Section 1. Agency shop fee deductions will commence from the employee's first paycheck and continue until such time as CSEA notifies the employer to commence membership dues deductions.

The Union shall indemnify the employer and any of its representative(s) and hold the employer and any of its employees and officers harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any action taken by the employer or any of its representative(s) for the purpose of complying with agency fee deductions made from the wages of those members of the bargaining unit who choose not to be union members; except that the Union shall not indemnify nor hold the Employer harmless if the Employer has acted in a negligent or intentionally wrongful manner. In addition, the Union shall reimburse the employer for any and all legal expenses associated with the defense of any such claim, demand or suit.

## ARTICLE FIVE

### HOURS OF WORK

#### SECTION 1 - HOURS OF WORK

1. Except as otherwise prescribed herein, the workday for all full-time employees on each shift shall be eight (8) hours, including a one (1) hour free paid lunch period. Said lunch period/hour shall be considered time worked in the computation of an eight (8) hour day.

2. The Employer may assign staggered lunch periods to assure continuous eight (8) hour job coverage.

3. Employees shall be entitled to do whatever they wish during their assigned lunch period, provided however that each employee shall punctually observe the scheduled beginning and ending time of meal periods. Such meal period shall begin no later than upon completion of the employee's fifth consecutive hour of work.

4. Employees involved in seven (7) day scheduling at the Residential Health Care Facility shall not be required to work more than three (3) weekends during any month.

5. Drivers working for the County Department of Public Works or Parks Department will be compensated with pay or compensatory time-off, at the employee's choice, for the time spent driving from the County garage or Parks garage to their place of work and the return trip while operating a vehicle of the County.

6. Except in emergencies or when short staffed, Public Health Nurses shall be required to work no more than one (1) weekend in five (5).

#### SECTION 2 - WORK SCHEDULE VARIANCE

1. In the Department of Public Works and the Department of Parks, Recreation and Conservation from April 15 to October 31 a construction crew workday at the discretion of the County, may be scheduled for ten (10) consecutive hours with a paid one-hour lunch period, four (4) consecutive days per week between Monday and Friday. An employee shall be compensated during a construction crew working day at his/her current hourly rate. An employee shall be compensated at one-and-one-half (1 1/2) times his/her current hourly rate for all hours worked in excess of forty (40) per work week. From November 1 through April 14, on projects no less than one (1) month duration an employee shall also be compensated on such basis. Other positions in said departments may also be compensated on such basis by mutual agreement of the parties. Schedules for construction crews shall be posted at least two (2) weeks in advance of the effective date, with simultaneous notice provided to the Union President, except in the event that the affected work crew(s) consent to less than two (2) weeks notice.

2. The provisions of this Article notwithstanding, the parties may, by mutual agreement, establish alternative working schedules, to achieve greater flexibility of starting times, quitting times and staff utilization. A joint committee on flexible work schedules shall be established no later than ninety (90) days after ratification of this Agreement by the parties to study these possibilities and to implement pilot applications for limited periods of time.

### **SECTION 3 - PAY PERIOD**

Employees shall be paid biweekly, and such pay shall be for the pay period ending one (1) week prior to the payday.

For those employees who are not presently paid on a deferred payroll basis, the transition to a one (1) week deferred pay period shall be accomplished administratively, as follows: Such an employee shall continue to be paid through payday as at present. However, solely for pay calculation purposes, such an employee's pay for the October 30, 1981 payday shall be deemed to be equal to two (2) times his/her earnings for the week ending October 23, 1981, and such an employee's pay on each subsequent payday shall be deemed to be his/her earnings for the two (2) weeks ending one (1) week prior to the payday.

An employee's increment date and vacation leave, sick leave and personal leave dates shall not be adversely affected by this Agreement.

### **SECTION 4 - RESIDENTIAL HEALTH CARE FACILITY - HOURS OF WORK**

1. For nursing and health care titles at the Residential Health Care Facility the regular paid hours per day are eight (8) inclusive of a one-half (1/2) hour paid meal period and a seven-and-one-half (7 1/2) hour work day which reflects an additional one-half (1/2) hour of work per day effective October 4, 1987 and continuing thereafter.

2. Working the additional one-half (1/2) hour per day is reflected in salary schedules E1-E3 for employees hired on or before August 21, 1987 and Schedules F1-F3 for employees hired on or after August 22, 1987. Nothing herein shall establish a basis

for duplicate, concurrent or overlapping claims of overtime for the additional one-half (1/2) hour of work per day.

3. In the event a current employee affected by the provisions of Section 3 herein has a bona fide requirement for a full one (1) hour meal period, such employee may request an additional unpaid one-half (1/2) hour, in writing, setting forth his/her reasons, which request shall be reviewed by the appropriate Administrator who shall consider it in good faith. However, it is understood, that the Employer retains ultimate discretion in this regard. Should an employee be granted an additional one-half (1/2) hour unpaid meal period, that time shall not be included in the computation of overtime.

4. Nursing Care Managers may be scheduled to work weekends and holidays.

### **ARTICLE SIX**

#### **OVERTIME**

1. a. Except as otherwise prescribed herein, work in excess of eight (8) hours a day or forty (40) hours a week when authorized in advance is considered overtime when worked by an employee. For this purpose, all authorized leave time and days except for sick time shall constitute time worked. An employee entitled to receive overtime compensation shall be paid at the rate of one and one-half (1 1/2) times the employee's applicable hourly rate or with the approval of the Department Head be granted compensatory time-off computed at one and one-half (1 1/2) times the overtime hours worked. Effective January 1, 1995,



an employee may accrue a maximum of forty (40) hours of compensatory time. All accrued but unused compensatory time in excess of 40 hours will be paid out on the last payday of the calendar year.

b. A regularly scheduled employee who works on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be compensated at one-and-one-half (1 1/2) times the current hourly rate and shall be granted another day off, the time to be determined by mutual consent.

2. It is agreed and understood between the parties that the provisions of this Article shall not be construed under any circumstances as establishing a basis for duplicate, concurrent or overlapping claims of overtime for the same hours of work.

3. a. Overtime must be authorized in advance by the Employer, except that the Employer may unilaterally waive the advance notification requirement to deal with an emergency. An employee shall receive at least twenty-four (24) hours advance notice whenever possible.

b. Overtime shall be rotated to provide the most equitable and practical distribution of assignments among employees having the skills and abilities required for the work. Such rotation, if applicable, shall commence with the most senior person within the job classification in the department in question. An employee who refuses to work overtime when requested shall not again be offered such opportunity until all other regularly qualified employees have been offered such opportunity.

The master overtime rotation list for employees assigned to the Goshen Highway District of the Department of Public Works will be utilized under the following circumstances:

employees assigned to a permanent crew are not available to work overtime and additional staff is required in order to complete the project;

employees assigned to a permanent crew are available to work overtime but additional staff is still necessary in order to complete the project in a timely manner;

special projects arise where no permanent crew is assigned to the project and overtime is necessary in order to complete the work.

A permanent crew assignment is defined as the regular assignment to a crew or when an employee works three (3) or more days in a week on a project.

Employees assigned to the Goshen district will be given a self-assessment evaluation of tasks that are regularly performed by employees in their job titles. Employees will be asked to assess their ability to satisfactorily perform each one of the tasks listed. Employees should complete the form and submit it to the department by the date notated on the form. If the employee does not respond, his name will not be included on the rotation list for non-snow removal overtime work. However, this does not preclude the department from directing employees to report for overtime work, as necessary.

The returned forms will be reviewed by a committee comprised of Goshen Highway District supervisory staff, the



Commissioner of Public Works, and a representative from the Department of Personnel. Each employee's form will be evaluated and a final decision rendered on whether the employee can satisfactorily perform the tasks he checked off on the form. Employees will be notified of the final determination on their rating forms.

Employees who receive a dissatisfactory rating on a task may seek a review of their final rating by submitting a request in writing to the Commissioner of Public Works. A practical test of ability, as determined by the Commissioner, will be administered in a reasonable period of time. The employee will receive a final determination that cannot be appealed for a six (6) month period.

The results of the assessment forms will be used to develop a master overtime rotation list for the distribution of non-snow removal overtime assignments. The list will be categorized by skills and then employees by seniority date within the skill category. The overtime assignment will be matched first to the skill needed for the specific work to be done and then by employees by seniority.

Employees regularly assigned to work in one of the Department of Public Works' districts are entitled to work the overtime offered in their respective districts first. If additional staff is required for the completion of the overtime work, the general departmental overtime list will be utilized.

4. Employees called back to work before or after their normal day schedule shall be paid a minimum of four (4) hours pay

at the applicable overtime rate, it being understood that employees called in to work four (4) hours or less prior to their normal day schedule shall be paid only for time worked at the applicable overtime rate. A telephone call, without an actual return to the workplace, shall not entitle the telephoned employee to compensation.

5. Employees who are required to take a physical examination, other than a pre-employment physical, at a time other than during their normal assigned shift tour, shall be paid at the applicable overtime rate of pay for all such time spent for said examination.

6. If an employee has actually worked a minimum of (8) hours a day for six (6) consecutive days and is then called into work and works an unscheduled seventh day, that employee shall be compensated at twice his/her regular hourly rate for all hours actually worked on that seventh day. Leave time shall not be included in the calculation of consecutive actual days worked for purposes of this section.

7. As directed by the Employer, Staff Social Worker(s), Senior Case Worker(s) and Psychiatric Nurse(s) at the Department of Mental Health may be scheduled to work two (2) twelve (12) hour shifts and two (2) eight (8) hour shifts in order to provide evening hour coverage at the clinics. Such employee(s) working a twelve (12) hour shift shall receive a one (1) hour paid lunch period and a one-half (1/2) hour paid dinner period.

8. The County retains the right to assign per diem workers in lieu of allocating overtime to full-time or part-time

employees covered by the CSEA Agreement in County departments where 24 hour staffing coverage is regularly necessary.

#### ARTICLE SEVEN

##### HOLIDAYS

1. a. All holidays enumerated herein shall be granted to eligible full-time employees as a day off with pay, except as hereinafter provided for the Community College.

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1/2 day before Christmas and New Year's

For regularly scheduled part-time employees working 20 or more hours per week, holidays will be paid as follows. If a holiday falls on a regularly scheduled workday and the employee is not required to work, the employee will be paid for the holiday an amount equal to the number of hours he/she was scheduled to work. If the employee, due to the nature of the department's operations, is required to work on the holiday, he/she will bank holiday time equal to the number of hours worked. If the holiday falls on a non-scheduled workday, the employee is entitled to bank holiday time equal to the number of daily hours regularly scheduled.

For regularly scheduled part-time employees working less than 20 hours per week holidays will be paid as follows. If a holiday falls on a regularly scheduled workday and the employee is not required to work, the employee will be paid for the holiday an amount equal to the number of hours he/she was scheduled to work. If the employee, due to the nature of the department's operations, is required to work on the holiday, he/she will bank holiday time equal to the number of hours worked. If the holiday falls on a non-scheduled workday, employee is not entitled to the holiday.

b. In order for an employee to qualify to be paid for a recognized holiday, the employee must work his/her scheduled workday before and scheduled workday after the holiday (or the day celebrated as such), unless absent from work on one or both of these days as a result of an absence paid under one of the provisions of this Agreement.

2. If any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as such holiday. Offices required to remain open due to County law will continue when the holiday falls on Saturday, to grant, at the discretion of the appropriate Department Head, either the Friday preceding the holiday or the Monday following the holiday.

3. The parties agree that the Orange County Community College Calendar for the college years embraced by this Agreement shall be attached as Schedule "G". The Parties further agree

that during the years 2000, 2001, and 2002, the Calendar will provide as holidays, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day, and, if College is scheduled on Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Columbus Day, Veteran's Day, Election Day or the half-holidays, then another day off will be granted. Except that an employee scheduled to work in the Utility Plant shall receive an alternate day off as prescribed in Section 7.4 hereof.

4. Other County operations which may be required to function on any of the above holidays will grant another day off.

5. In order to qualify for holiday pay, employees must have been in the employ of the County for thirty (30) calendar days.

6. It is understood and agreed that a program to payout such "banked" holidays shall not inhibit an employee's right to otherwise schedule use of such accrued but unused holidays. Effective January 1, 1990, all employees shall be required to request and take their entire holiday banked time accruals each calendar year. In the event that the Employer cannot grant or approve the holiday time requested, and an alternative date is not agreed upon, the employee shall be paid for his unused holiday banked time accruals on the last paydate of that calendar year. The Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve holidays shall be taken by June 30th of the next calendar year and, if not taken by that time, shall be paid by August 1st of that calendar year.

## ARTICLE EIGHT

### VACATION LEAVE

1. Regularly scheduled full-time employees will accrue vacation leave in accordance with the following schedule:

Weeks of Service	Hours
1-260	4 Hours per pay period
261-520	6 Hours per pay period
521-780	7 Hours per pay period
781-1,040	8 Hours per pay period
1,041 and up	9 Hours per pay period

Part-time employees whose regularly scheduled work week is twenty (20) hours or more per week will accrue vacation leave on a pro-rata basis in multiples of eighty (80) work hours.

2. Vacation leave is neither payable nor usable until twenty-six (26) weeks of service is completed.

3. Vacation leave will be scheduled in accordance with individual employees' requests. In the event workload or other similar circumstances result in a conflict or for any other reason an adjustment is required, every effort will be made to approve an alternate date acceptable to both the Department Head and the employee. An employee may choose to take vacation leave in small increments subject to the Department Head's approval, in advance. The practice of advancing vacation pay shall be eliminated.

4. Vacation leave shall not accrue for each accumulated period of eighty (80) hours leave without pay.

5. Upon separation from service of twenty-six (26) weeks or more, an employee or the employee's estate or beneficiary, as the case may be, shall be paid for the employee's unused vacation accrual.

6. Upon transfer to another County Government Office, unused vacation leave accrual will be transferred and credited to the employee's account.

7. Separations of employment from County Government including resignations, followed by reinstatement or employment in County service within one (1) year of such separation, shall not constitute an interruption of continuous service for the purpose of accumulating vacation benefits; however, the period during which the employee was separated shall not be counted in determining said employee benefits.

8. a. Accrued vacation leave credits shall be granted and may be used in units of one (1) hour or multiples thereof. Any vacation leave accrued in excess of two hundred-eighty (280) hours shall be cancelled on the last day of the calendar year in which it was accrued, unless permission to take leave in excess of two hundred-eighty (280) hours was denied by the Employer.

b. An employee whose vacation accruals are approaching two hundred eighty (280) hours or more should, if possible, so notify his/her department head who should, consequently, offer him/her alternate dates within the calendar year to take vacation. An employee who is not offered alternative dates in the calendar year to take vacation and who, as a result thereof, accrues in excess of two hundred eighty (280) hours, shall be

paid for accruals in excess of two hundred eighty (280) hours, as soon as practicable but no later than March 1 of the following calendar year.

## ARTICLE NINE

### SICK LEAVE

1. a. An employee who is absent due to an illness or other physical disability, or for medical examination or treatment which cannot be scheduled outside of working hours, or who is quarantined by order of the public health authorities, shall continue to be paid to the extent of the employee's unused sick leave accrual. The rights and entitlements of an employee who is absent due to a disability compensable under the Workers' Compensation Law shall be regulated and limited by the provisions of Article Twenty, the provisions of this Article notwithstanding.

b. Full-time employees shall accrue sick leave at the rate of three (3) hours per pay period. Regularly scheduled part-time employees shall accrue sick leave at the rate of three (3) hours per eighty (80) hours worked. Sick leave shall begin to accrue and may be used after completion of an employee's first pay period. Sick leave shall not accrue for each accumulated period of eighty (80) hours leave without pay.

c. A maximum of one hundred sixty-five (165) days of accrued sick leave credits or any part thereof, unused at the time of an employee's retirement, shall be credited to the employee's retirement benefits in accordance with Section 41 j of

the New York State Retirement Plan. An employee shall receive a cash payment upon retirement equal to 30% of unused sick leave accrual in excess of one hundred sixty-five (165) days multiplied by the Final Average Salary computed by the New York State Retirement System.

d. Effective each January 1, full-time employees who have completed five (5) calendar years of consecutive service with the Employer and who have not used more than four (4) days or thirty-two (32) hours of approved sick leave in any three (3) of the last five (5) consecutive payroll years of service with the Employer shall accrue an additional one (1) hour per pay period of sick leave (for a maximum total of four (4) hours per pay period) thereafter, commencing the first pay period after March 1 of that calendar year. For purposes of this paragraph, unpaid leave and/or lost time days and/or hours shall be included in calculation of the 4 days or 32 hour period. Employees who believe they qualify for this additional accrual shall apply in writing to the Department of Personnel by February 15 of each calendar year which application shall be reviewed and a decision in writing rendered by March 31 of that calendar year.

2. On single shift operations in the event an employee is unable to report for duty, it is essential that the employee notify the Employer within one (1) hour after the beginning of the workday and on multiple shift operations, two (2) hours before the beginning of the workday. In the event an employee neither reports for duty nor informs the Employer as herein provided, the absence shall be deemed unpaid leave. The County

may provide for employees on multiple shift operations, an answering machine with a timing device to record employee sick calls. On multiple shift operations, employees shall inform the Employer of the absence by use of the answering machine, where provided. Employees on multiple shift operations shall notify the Employer two (2) hours before the beginning of the workday or as soon as practicable thereafter.

3. Sick leave in excess of four (4) consecutive workdays shall be supported by a written statement or certificate from a physician attesting that the illness warranted absence from work. The Department Head may require a doctor's certificate for any absence in the event there appears to be evidence of an abnormal or abusive use of sick leave. Employee must submit doctor's certificate no later than the end of the pay period following the employee's return to work.

4. Upon termination of employment other than retirement the employee's unused sick leave balance is cancelled. In the event the employee is re-employed by the County within one (1) year, the last sick leave balance is recredited; however, the period during which the employee was separated shall not be counted in determining any employee benefits.

5. The Commissioner of Personnel or Deputy Commissioner of Personnel may grant sick leave at half pay for personal illness to a permanent employee having at least five (5) continuous years of service from date of hire after all of his/her sick leave, vacation and pass day credits have been used; provided, however, that the cumulative total of all sick leave at half pay hereafter

granted to any employee during his/her County service shall not exceed one (1) pay period for each completed anniversary year of his/her County service. Employees approved to receive sick leave at half pay are not entitled to accrue leave benefits while receiving half pay.

#### ARTICLE TEN

##### PERSONAL LEAVE

1. a. An employee shall complete twenty-six (26) weeks of service before beginning to accrue personal leave; thereafter, the following leave accrual shall be credited:

Weeks of Service	Hours
1 - 260	24 per 52 week period
261 - 520	32 per 52 week period
521 and up	40 per 52 week period

Part-time employees whose regularly scheduled work week is twenty (20) hours or more per week will be credited with pro-rata leave accrual based on the number of hours actually worked.

b. An employee who, with the prior approval of the Employer, is absent for personal reasons as hereinafter defined, shall continue to be paid to the extent of his/her unused personal leave accrual.

c. An employee shall be credited in advance with the personal leave credits prescribed in 1. (a) above. In the event said employee has used more than his/her appropriate pro-rata

leave credits at the time of separation from County service, the employee's final check shall be reduced by that amount.

2. Personal leave is leave with pay which is required to attend to personal business which is beyond the control of the employee which requires the individual presence of the employee and which cannot be attended to at a time other than the working hours of the employee. Other than in an emergency, an employee requesting personal leave must submit a written request in advance to the Department Head or Supervisor who shall give a written decision within three (3) days or less of receipt of the request. Once a leave request is granted it may only be revoked in cases of work-related emergencies or acts of God. Department Heads will exercise a liberal policy in the approval of personal leave for religious holidays and observances commensurate with departmental workload. Substitution for or extension of vacation, holidays or other paid leave shall not be considered an acceptable reason for personal leave as herein defined.

3. Personal leave may be used in hour units or any multiple thereof. Any unused balance of personal leave at the end of each fifty-two (52) week period shall be credited to sick leave and used to augment the employee's sick leave accrual. Unused personal leave accruals shall not be compensated for in the event of the separation of an employee from County service. Should an employee transfer within County service, all unused personal leave credits shall be transferred accordingly.

## **ARTICLE ELEVEN**

### **BEREAVEMENT LEAVE**

In the event of death of a member of an employee's immediate family as defined below, said employee shall be granted up to three (3) days paid leave without charge to any other paid leave accruals for workdays lost as a result of such death. The three (3) workdays for which this paid leave shall be granted are any three (3) workdays which include or encompass the day of the funeral.

The County will not charge an employee's leave accruals where bereavement leave occurs while an employee is on other paid leave. The County may require proof of the qualifying relationship between the employee and the deceased.

Immediate family is defined to mean: husband, wife, son, daughter, brother, sister, father, mother, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, or any other person whose legal residence is that of the employee.

One (1) day's paid leave shall be granted in the event of the death of an employee's spouse's grandparent. Such day shall be the workday of the funeral or the workday preceding or following the funeral.

## **ARTICLE TWELVE**

### **EXCUSED ABSENCE**

1. In the event that the County Executive or his/her designated representative shall declare County operations

suspended, in whole or in part, by a declaration of a weather-related emergency, employees directly affected by the emergency who are scheduled to work need not report for work unless they have been designated essential. Each department shall post its designations of essential personnel. Affected employees who are at work at the time of such declaration shall leave work unless they have been declared essential. Affected essential employees shall remain at work, or report to work, in accordance with their normal schedules and will be paid as follows:

(i) employees required to work during the emergency who at the time of the emergency are receiving straight time rate of pay, will receive time and one-half pay for all hours worked during the emergency;

(ii) employees required to work during the emergency who at the time of the emergency are receiving time and one-half pay, will receive double pay for all hours worked during the emergency.

2. Employees shall continue to be paid for the duration of the declared suspension of County operations without charge to paid leave accruals; except that employees on paid leave or otherwise absent at the time of said declaration shall continue on paid leave, and their paid leave accruals shall continue to be charged for the duration of such authorized leave or other absence.

3. The provisions of this Article shall also apply to part-time, temporary, seasonal and relief employees who are at work or are scheduled to work at the time of said declaration.

4. The President - Orange County Community College shall be deemed the County Executive's designated representative for purposes of applying Section 1 hereof to employees of the unit at said college. Unit employees at the college who are required to work during a weather-related emergency will receive double pay for all hours worked during the emergency.

5. Notwithstanding the provisions of paragraph 1, during a declared weather-related emergency, essential employees of the Department of Residential Health Care Services who report to work as scheduled shall be paid twice the regular hourly rate. By October 1 of each calendar year, the Employer will post a list of essential employees for the coming calendar year.

#### **ARTICLE THIRTEEN**

##### **LEAVE WITHOUT PAY**

1. The Employer may grant a leave of absence without pay to a permanent employee for a period not to exceed one (1) year upon receipt of written request stating reasons and duration. Such leave may be granted for any reason, other than to accept another position of employment outside of the employee's department. Such leave shall be for a specific period of time; however, the employee and Employer may mutually agree to terminate such leave prior to its expiration. Such employee shall submit said written request to the Commissioner of Personnel, with a copy to the employee's Department Head, whereupon the Commissioner of

Personnel shall make a final decision. The decision of the Commissioner of Personnel shall be in writing and shall include the reason for said denial.

2. In the event an employee on leave without pay as herein provided shall be confined by a physician for reasons of health, he/she shall receive paid sick leave, not to exceed his/her total accumulated sick leave, during the period of said confinement. The initiation and termination of confinement shall be determined and certified in writing by the employee's personal physician, subject to the Employer's right to verify such need with its own physician at its own expense.

3. Employees who have prior knowledge of the need to be absent from the workplace on a leave of absence shall request, complete and return to the Department all paperwork regarding their leaves before the first day they are absent from work. If the absence is unforeseen or unscheduled, employees shall request, complete and return to the Department all paperwork regarding their leaves as soon as possible, but in no event later than ten (10) work days after the first day of such absence. Failure to do so may result in action in accordance with Article Twenty-Nine, Disciplinary Procedure.



#### **ARTICLE FOURTEEN**

##### **JURY DUTY**

1. On proof of the necessity of jury services/or appearance as a witness pursuant to subpoena or other order of the court, an employee shall be granted a leave of absence with pay with no charge against leave. This does not apply to any absence by an employee if he/she is a party to an action. The employee shall promptly notify management, upon receipt of notice of his/her jury duty requirement, but in no event shall less than three (3) days notice be given from the date of reporting for duty.

2. The employee shall be entitled to the difference between his/her daily pay less fees received as a witness or juror. To comply with this requirement the employee will, within ten (10) days of receipt, submit to the Commissioner of Finance all jury and court fees. Mileage fees are retained by the employee.

3. In the event the employee is excused from jury or witness duty, he/she will return to work unless two (2) or less hours remain in the normal workday.

#### **ARTICLE FIFTEEN**

##### **MILITARY LEAVE**

The Employer will comply with applicable federal and state law, as amended, with respect to Military Leave, including but not limited to the provisions of New York law, Military Law Section 242, providing pay for "ordered military duty" (which includes ordered service in the reserve force) for a period not exceeding a total of thirty (30) days or twenty-two (22) working

days, whichever is greater, in any one (1) calendar year and not exceeding thirty (30) days or twenty-two (22) working days, whichever is greater, in any one continuous period of such absence. In the event that the State of New York passes legislation to provide other benefits for special military call-up then the County Executive will request that the County Legislature consider the passage of similar legislation.

#### **ARTICLE SIXTEEN**

##### **ASSOCIATION TIME**

1. The Union shall forward the Employer a list of the names and titles of its officers and representatives plus changes as they occur.

2. When possible, there shall be designated bulletin boards or a reasonable section thereof for use by the Union. Typed and printed notices may be posted with the approval of the County Executive's Office or his/her designated representative. Items involving social activities, notices of Union meetings, elections and appointments are excluded from this requirement. All Union notices must be signed by the appropriate Union officer. Notices must be dated and removed promptly when they have served their purpose. The Employer has the prerogative to remove material not meeting the above requirements.

3. Both parties agree that there shall be no unreasonable Union activity on County time.

4. The Union or its agent, if a County employee, shall be granted reasonable time off to represent an employee at

grievances that have not been resolved by the employee through discussion with the immediate supervisor or Discharge and Disciplinary Proceedings, and such time shall be granted without charge to leave. Both the employee and Union or its agent shall be granted reasonable time to meet, without charge to leave. Approval by the individual supervisors concerned shall be requested in advance of such meeting on a form that has been mutually agreed to. Said meeting shall take place at such time and such place as the individual supervisor deems will not impede the normal operation of the office or department or unduly interrupt performance of normal duties and responsibilities by said employee and Union official or agent. Every effort will be made to hold such work interruptions to a minimum.

5. No employee designated pursuant to this Article shall be discriminated against or coerced in any way by the Employer on account of work performed on behalf of the Union and the employees.

6. The Union President or his/her designee, upon written request to the Department Head and the Commissioner of Personnel at least two (2) days in advance, shall be granted up to a maximum of two hundred (200) hours leave each calendar year for official Union business without charge to other leave. Under the same request procedure the Union President or designee shall be granted an additional one hundred eighty-four (184) hours of leave each calendar year for official Union business and the salary costs for those hours shall be paid by the Union.

7. Upon written request of the Union to the Department Head and the Commissioner of Personnel at least two (2) days in advance, the Employer will approve paid absences by Union representatives other than the President for attendance at Union meetings up to a total of one (1) day annually per each two hundred (200) employees in the Unit; for all such paid absences combined. The Union shall furnish the Employer with a list of the names, departments and Union positions/functions of said representatives no later than ten (10) days following ratification of this Agreement by the parties.

8. a. Authorized spokesmen for the Employer and the Union shall meet, at the request of either party, to discuss questions or differences of opinion concerning administration of the Agreement. Such request shall be in writing, addressed to the County Commissioner of Personnel or the Union President at their respective official addresses, and shall include a statement of the specific subject matter or matters to be discussed.

b. A meeting shall be scheduled by mutual agreement no later than seven (7) working days after receipt of such request. Said meeting may be adjourned and reconvened by mutual agreement during a thirty (30) day period following the first session.

c. The parties shall make a good-faith effort to resolve the specific questions and differences of opinion over administration of the Agreement set forth in the written request for said meeting. Any agreement or understanding between the parties shall be in writing and signed by an authorized representative of each party. In the event that no agreement is

reached during the thirty (30) day period prescribed in 16.8 (b) above, the meeting shall be terminated and there shall be no request for a meeting on substantially the same subject during the term of the Agreement. The operation of this clause shall in no way diminish or impair the Union's rights to process grievances pertaining to the same or similar matters, as hereinafter prescribed.

#### **ARTICLE SEVENTEEN**

##### **SENIORITY**

Seniority for an employee shall commence on the date of his/her first employment in the department in which he/she is employed. Part-time employees shall have a separate seniority roster which shall be subordinate to the seniority roster of permanent employees. The application of this section shall be governed by the Civil Service Law and Rules and Regulations.

#### **ARTICLE EIGHTEEN**

##### **TENURE**

1. Employees in the non-competitive class, as described in Section 75.1(c) of the New York State Civil Service Law, and employees in the labor class shall be accorded the same rights that competitive employees receive under the provisions of Section 75 of the Civil Service Law and the Orange County Civil Service Rules as it relates to removal or suspension upon completion of their initial probationary period.

#### **ARTICLE NINETEEN EDUCATION**

##### **1. a. The Reimbursement**

Effective January 1, 2001, the sum of \$25,000 per calendar year will be made available in the Department of Personnel's budget to be used for educational reimbursement purposes. Any portion of the allotted \$25,000 not used at the end of each calendar year will be rolled over into the following calendar year's allotted sum of \$25,000, up to a maximum of \$10,000.

An employee who has received the prior written authorization of the Educational Reimbursement Committee to take a course(s) directly related to his/her job or its promotional field shall be reimbursed by the Employer for any charge up to the maximum amount per credit allowed for reimbursement for such course(s) plus the cost of required textbooks.

In the event an employee wishes to take a course(s) indirectly related to his/her job or its promotional field and the Educational Reimbursement Committee approves the request in writing, the Employer shall reimburse the employee at a rate not less than fifty percent (50%) of the maximum amount per credit allowed for reimbursement for such course(s) plus the cost of required textbooks.

Eligibility for payment in either circumstance above requires that such employee receive a passing grade in said course(s). In

addition, whenever possible, employees are encouraged to matriculate at colleges or universities belonging to SUNY.

In order to receive reimbursement, the employee must submit an official transcript reflecting the passing grade(s) for the course(s) taken to the Department of Personnel, along with paid receipts for tuition and books and a copy of the Educational Reimbursement Request form approving the course(s) for which the employee is seeking reimbursement. Paperwork should be submitted to the Department of Personnel within thirty (30) days after completion of the course(s). Incomplete paperwork will be returned to the employee. Complete paperwork will be forwarded to the Department of Finance for payment.

The reimbursement rate shall be the undergraduate or graduate tuition rates currently in effect at SUNY @ New Paltz for the semester in which the employee is applying.

Applications for courses up to the undergraduate curriculum level will be given preference. Applications for graduate and post-graduate level courses will be considered depending on monies available.

If an employee requests reimbursement for two (2) or more courses in a semester, the courses will be considered in the priority identified by the employee. Requests for additional courses will be considered based on monies available.

No reimbursement under this Program shall be permitted unless the Educational Reimbursement Committee has approved the course(s) for which reimbursement is sought.

**b. Eligibility**

The eligible employees are those represented by the Civil Service Employees' Association.

An employee who receives reimbursement for courses indirectly related to his/her job or its promotional field shall agree to remain in the County's employ for a period of two (2) years following completion of said coursework or, alternatively, agrees to reimburse the County in full if he/she voluntarily leaves County employment or is separated for cause prior to completion of the two (2) year period.

Any employee who leaves County service prior to completing a course(s) directly related to his/her job or its promotional field shall not receive reimbursement for that course even if reimbursement has previously been approved.

**c. Procedures for Application**

Requests for educational reimbursement shall be submitted on the form titled "Orange County Educational Reimbursement Request" to the Department of Personnel.

Educational Reimbursement applications for each semester will be accepted by the Educational Reimbursement Committee in accordance with the following schedule:

November 15 <sup>th</sup> - December 15 <sup>th</sup>	Spring Term
April 1 <sup>st</sup> - April 30 <sup>th</sup>	Summer Term
July 1 <sup>st</sup> - July 30 <sup>th</sup>	Fall Term

These deadlines are final and applications will not be considered retroactively if they are received late.

Approval for reimbursement of course(s) beginning in the middle of a semester must be applied for by that semester deadline.

Requests for reimbursement of all other vo-tech/credit free course(s) will be considered separately and may be submitted throughout the semester.

It is the employee's responsibility to make sure the application reaches the Department of Personnel by the semester deadline. It is strongly recommended that applications be forwarded by receipted mail or hand delivered. (Note: Use of receipted mail is no guarantee the application will be received on time, but just a guarantee that it is, in fact, received.) Employees who choose to hand deliver paperwork are personally responsible to be sure it is date stamped at the Department of Personnel.

Written justification stating specifically how the course (s) directly relate or indirectly relate to the employee's job or his/her promotional field shall be provided to the Educational Reimbursement Committee on the Request form or on attached

paperwork along with a detailed description outlining how/why the course(s) will be beneficial to the County and/or improve the employee's skills, knowledge and performance.

If, after reimbursement has been approved, an employee withdraws from the course(s) or the course(s) is otherwise cancelled, the employee should notify the Department of Personnel immediately so that the Educational Reimbursement Committee can reapportion the funding.

Any acceptance or denial of a request for reimbursement shall be in writing.

#### **d. Educational Reimbursement Committee**

An Educational Reimbursement Committee will be established as soon as practicable, consisting of two (2) Management personnel, one of which shall be the Commissioner of Personnel and three (3) Union members, one of which shall be the Union President.

The Committee will devise administrative guidelines, as needed, in order to effectively administer the Program.

The Committee will screen all applications for content and thoroughness of information.

The Committee shall furnish the employee with written notification of its decision to approve or disapprove the request after the semester application deadline.

The Committee will meet as needed.

The determination of the Educational Reimbursement Committee shall be final and binding and shall not be subject to the Grievance Procedure of the CSEA Agreement.

2. A permanent employee who has been employed for more than six (6) months, with a spouse or children dependent who are accepted for admission to Orange County Community College as full-time matriculating students shall receive a tuition waiver per dependent on the following basis:

Annual Earnings - shall be no more than the amounts noted:	Tuition Waiver
\$27,040	100%
\$32,240	75%
\$37,440	50%
\$42,640	25%

A dependent child is a child who was claimed as a dependent on the employee's current tax return. Annual earnings shall include spousal income and proof of annual earnings must be made by presentation of tax returns.

#### ARTICLE TWENTY

##### WORKERS' COMPENSATION

1. Except as presented in Paragraph 2 of this Article 20, an employee who is necessarily absent from duty because of occupational injury or disease as defined by the Workers' Compensation Law may, pending adjudication of his/her case and

while his/her disability renders him/her unable to perform the duties of his/her position, be granted leave with full pay for a period not to exceed twelve (12) months, after the use of all sick leave and other paid leave accruals. A written application for said leave shall be submitted to the employee's Department Head for comments and transmittal to the Commissioner of Personnel who shall make a final decision. Vacation and sick leave credits shall not be earned under these circumstances for periods that an employee is on such discretionary twelve (12) months leave with pay. Should the disability persist beyond this period, plus accumulated sick leave credits and other time credits, such officer or employee may be placed on leave without pay for a further period not to exceed twenty-four (24) months. When such officer or employee has been awarded by the Workers' Compensation Board compensation for the period of his/her leave with pay, such compensation award for loss of time for such period shall be credited to the County, and upon his/her return to active duty, such officer or employee shall be reccredited with the proportion of earned credits consumed during the period of his/her absence, which the amount of his/her Workers' Compensation award covering the period of earned sick leave and other time credits consumed and credited to the County, bears to the amount of salary he/she received during the period that sick leave and other time credits were consumed.

2. A deputy sheriff covered by this Agreement who is temporarily or permanently disabled as a direct result of an injury incurred in the performance of the duties of a law

enforcement or correctional officer shall be compensated in accordance with, and subject to the provisions of Section 207C of the General Municipal Law. A deputy sheriff shall not be eligible for the aforesaid benefits if injured while performing the civil functions of the Sheriff.

## **ARTICLE TWENTY-ONE**

### **INSURANCES**

#### **SECTION 1 - HEALTH INSURANCE**

1. All employees of the Employer shall be eligible for membership in the Orange County Health Plan until December 31, 2000, and effective January 1, 2001, all employees of the Employer shall be eligible for membership in the New York State Employees' Health Insurance Program (Empire Plan) subject to the Orange County Employee Benefits Guidelines; however,

2. The Employer reserves the right to substitute insurance carriers, self-insure or a combination of the two, provided that the schedules of benefits are to be substantially the same as the Orange County Health Plan until December 31, 2000, and effective January 1, 2001, the New York State Employees' Health Insurance Program (Empire Plan), as amended from time to time.

3. Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance Committee who will ascertain whether they think the obligations

under 2 of this Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 2 of this Section, the matter shall be submitted to arbitration pursuant to Article Thirty of this Agreement. However, it is understood the Employer may substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.

4. a. The Employer shall contribute 100% of the premium or assume 100% of the cost (self-insurance) for employees and dependents hired on or before August 21, 1987.

b. Employees hired on and after August 22, 1987, shall contribute to the premium or cost (self-insurance) for themselves and their dependents as follows:

(i) For individual coverage only, an employee shall not contribute annually more than two hundred twenty-five dollars (\$225) or one and one-half percent (1 1/2%) of biweekly earnings, whichever is less, via payroll deductions;

(ii) For dependent coverage, an employee shall not contribute annually more than four hundred seventy-five dollars (\$475) or two and one-half percent (2 1/2%) of bi-weekly earnings, whichever is less, via payroll deductions.

The health insurance contribution as outlined in paragraph 4.b. shall be waived for employees employed by the

County for ten (10) consecutive anniversary years and who are enrolled in and covered by the Orange County Health Plan until December 31, 2000, and effective January 1, 2001, who are enrolled in and covered by the New York State Employees' Health Insurance Program (Empire Plan).

5. The Employer reserves the right, in its sole discretion, to offer and continue to offer employees the opportunity to participate in one or more Health Maintenance Organizations (HMOs). In such event, the Employer shall contribute to premium payments in an amount not to exceed the premium costs paid for the health insurance described in Section 1, Paragraph 4 hereof. In the event premium costs for participation in any HMO exceeds the premium costs paid pursuant to Section 1, Paragraph 4, then an employee desiring participation in such HMO must assume such excess costs, or declining to do so, participate in an Employer plan which requires no excess premium contribution.

6. a. If any employee, hired before December 17, 1984, ends his employment with the Employer before retirement age, he may continue to participate in the Employer's health insurance plan as provided herein. To be eligible for continued coverage, the employee must have:

- (1) - completed ten (10) anniversary years of service with the Employer
- (2) - be enrolled in the Employer's health insurance plan at the time employment is terminated, and

- (3) - be within five (5) years of eligibility for retirement benefits from the applicable state retirement plan.

To continue coverage after termination, the former employee must pay the full cost of coverage except that when the employee commences receiving his retirement benefits from the applicable State retirement plan the Employer will pay 1/20 of the premium for such coverage for each completed anniversary year of service by the employee for the Employer.

b. If any employee, hired on or after December 17, 1984 ends his employment with the Employer before retirement age, he may continue to participate in the Employer's health insurance plan as provided herein. To be eligible for continued coverage, the employee must have:

- (1) - completed twenty (20) anniversary years of service with the Employer
- (2) - be enrolled in the Employer's health insurance plan at the time employment is terminated, and
- (3) - be within five (5) years of eligibility for retirement benefits from the applicable state retirement plan.

To continue coverage after termination, the former employee must pay the full cost of coverage except that when the employee commences receiving his retirement benefits from the applicable



State retirement plan the Employer will pay 1/30 of the premium for such coverage for each completed anniversary year of service by the employee for the Employer.

7. If an employee with dependents covered by the health insurance plan dies, coverage for the employee's dependents will be continued for the three (3) months following the month in which the employee's death occurs. If the employee had ten (10) anniversary years of service with the Employer at the time of the employee's death, the employee's dependents may continue coverage at the dependent's expense until, (a) in the case of the employee's spouse, the spouse remarries or (b) in the case of the employee's other dependents, the dependent no longer is a dependent as defined in the Employer's health insurance plan.

8. Effective the open enrollment period in 2000 and thereafter, the parties agree to provide for an optional buy-out of the medical portion of health insurance coverage by an employee. The buy-out of the medical portion of health insurance coverage shall provide that an employee who is covered by another medical health insurance plan, may notify the Employer on a Request to Decline and Waive Medical Health Insurance Coverage form, available from the Employer's Division of Risk Management, that the employee is opting to decline and waive the medical health insurance coverage provided by the Employer, for which the employee is eligible and entitled to receive. The election of

such option is to be exercised annually, during the open enrollment period. If the option is not so exercised, the employee shall be automatically enrolled in the Empire Plan, effective January 1<sup>st</sup> of the following calendar year.

An employee who declines and waives medical health insurance coverage as provided above, shall be compensated at the rate of \$1500.00 per calendar year, payable in equal payments on a quarterly basis, for the period of time the employee declines and waives medical health insurance coverage provided by the Employer.

It is further agreed and understood by and between the parties, that an employee who elects to receive the buy-out shall, at any time during the period for which the employee has declined and waived medical health insurance coverage through the Employer, be required to provide written notice to the Employer that the employee is covered by medical health insurance under a different plan. The employee understands that participation in a medical health insurance plan is mandatory. An employee who has elected to receive the buy-out, is required to provide proof and written notice to the Employer on the Employer's Request to Resume Medical Health Insurance Coverage form, available from the Employer's Division of Risk Management, that he/she has involuntarily lost medical health insurance coverage and needs to re-enter the medical health insurance plan provided by the Employer. The parties recognize and agree that the effective date of the

employee's re-establishment of medical health insurance coverage provided through the Employer shall be at the earliest possible date as provided by the plans. The Employer agrees to notify the plan upon notice by the employee to them, of that employee's decision to re-establish medical health insurance coverage through the Employer.

#### **SECTION 2 - DENTAL INSURANCE**

1. Effective upon ratification of this Agreement, the Employer shall provide a dental insurance plan for the term of this Agreement, covering only employees who are employed more than six (6) months, provided that the schedule of benefits are to be the same as those provided, as of the date of ratification, by the CSEA Horizon dental insurance plan. The Employer shall make available a family dental plan, the cost of which, in excess of individual coverage, shall be borne in the entirety by participating employees.

2. The Employer reserves the right to substitute insurance carriers, self-insure or a combination of the two, provided that the schedules of benefits are to be the same as the present dental plan schedules, and that the substitute carrier, self-insurance or combination of the two has comparable area acceptability.

3. Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance

Committee who will ascertain whether they think the obligations under 2 of this Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 2 of this Section, the matter shall be submitted to arbitration pursuant to Article Thirty of this Agreement. However, it is understood the Employer may substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.

4. The Employer shall contribute 100% of the premium or assume 100% of the cost (self-insurance) for employees.

#### **SECTION 3 - DISABILITY INSURANCE**

1. The Employer will continue the disability insurance plan for its full-time employees equivalent to the New York State Plan for private sector employees.

2. Full-time employees shall contribute to the cost/premium of the disability insurance plan, via payroll deductions, in accordance with the maximum allowable contributions under the New York State Plan for private sector employees.

3. A summary of the plan's conditions, qualifications, medical verifications, waiting period, and administration of disability payments are available to employees.

4. Vacation, sick leave, and personal leave credits shall not be earned for periods during which employee receives disability pay.

#### **SECTION 4 - OPTICAL PLAN**

1. The Employer will provide an optical plan for the term of this Agreement, covering only employees who are employed more than six (6) months, which provides the same schedules of benefits, as of the date of ratification, as the CSEA Vision Plan. Effective July 1, 1995, the Employer shall make available a family optical plan the cost of which, in excess of individual coverage, shall be borne in the entirety by participating employees.

2. The Employer reserves the right to substitute insurance carriers, self-insure or a combination of the two, provided that the schedules of benefits are to be the same as the present optical plan schedules, and that the substitute carrier, self-insurance or combination of the two has comparable area acceptability.

#### **ARTICLE TWENTY-TWO**

##### **RETIREMENT**

1. The Employer agrees to provide the retirement plans and related options heretofore in effect, as provided by the New York State Retirement and Social Security Law.

2. The benefits available under the above state retirement plan are summarized in Schedule "H", it being understood that the Employer's sole obligation is to make the required contributions

to the applicable state plan. Actual benefits are dictated by the State of New York and are subject to change.

#### **ARTICLE TWENTY-THREE**

##### **PROMOTIONS**

1. Promotions for competitive employees shall be conducted pursuant to the regulations and Civil Service Law.

2. a. Notice of each opportunity for promotion, due to a vacant or newly established position in the labor and non-competitive classes, shall be posted on all bulletin boards for a period no less than five (5) working days. Said notice shall state the position classification, salary and qualification requirements. The Department Head shall accept written applications from all interested employees during such period.

b. Eligibility for appointment shall be determined by an applicant's experience and other qualifications to perform the duties normally assigned to an employee in such a position, as demonstrated in the employee's application, selection interview and such practical tests of ability and fitness as the Employer may administer. As between applicants with substantially equal qualifications, seniority shall prevail.

c. It shall be the policy of the Employer to fill vacant positions by promotion of qualified employees whenever reasonably possible.

3. An employee temporarily assigned to perform the duties of a higher classification at a higher rate of pay for at least six (6) consecutive working days shall be paid at the higher rate of

pay retroactive to the first day of such assignment, but any temporary assignments may not be made in an arbitrary and capricious manner. This provision shall not apply in the event that said assignment is for the purpose of developing additional skills and qualifications and each such exception shall be by mutual consent. An employee temporarily assigned to perform duties of a lower classification, at a lower rate of pay, shall be guaranteed his/her regular rate of pay of his/her higher classification, while performing that duty.

**ARTICLE TWENTY-FOUR  
SALARY PLAN**

Effective January 1, 2000 the hourly rates on the 1/1/99 salary schedule will be increased by three percent (3%). The 2000 salary schedule will be retroactive for employees on the payroll as of the date of ratification by the County and for employees retired or deceased between January 1, 2000 and the date of ratification by the County.

Effective January 1, 2001, the hourly rates on the salary schedules for 1/1/2000 will be increased by four percent (4%) plus a one time payment of \$450.00 (\$.2155 per hour) included in base salaries.

Effective January 1, 2002, the hourly rates on the salary schedules for 1/1/2001 will be increased by four percent (4%).

(Note: Annual salaries and increments are not reflected on salary schedules.)

Paid lunch and shift differentials shall be eliminated for recurring seasonal employees.

1. a. Annexed hereto and made a part hereof are the agreed salary schedules for 2000, 2001, and 2002; for ungraded positions, Schedules B-1, B-2, and B-3 and for graded positions for employees (exclusive of nursing and health care titles at the Residential Health Care Facility) on the payroll as of August 21, 1987, Schedules C-1, C-2, and C-3. Salary schedules for employees working in nursing and health care titles at the Residential Health Care Facility and who were on the payroll as of August 21, 1987 are reflected in Schedules E-1, E-2, and E-3.

b. In order to calculate the 2000 Salary Schedule B-1, three percent (3%) was added to each hourly rate listed on the 1/01/99 Salary Schedule B-3. In order to calculate the 2000 Salary Schedules C-1 and E-1, three percent (3%) was added to the hourly rates on each and every step of each and every grade on the 1/01/99 Salary Schedules C-3 and E-3.

c. For 2001, Salary Schedule B-2 reflects an increase of four percent (4%), plus \$.2155, on the hourly rates listed on the 2000 Salary Schedule B-1. For 2001, Salary Schedules C-2 and E-2 reflect an increase over the 2000 Salary Schedules C-1 and E-1 of four percent (4%), plus \$.2155, on each and every step of each and every grade of the graded positions.

d. For 2002, Salary Schedule B-3 reflects an increase of four percent (4%) on the hourly rates listed on the 2001 Salary Schedule B-2. For 2002, Schedules C-3 and E-3 reflect an increase over the 2001 Salary Schedules C-2 and E-2 of four percent (4%) on each and every step of each and every grade of the graded positions.

e. Effective August 22, 1987 and thereafter, all employees shall be hired at Step 2 and will be on a salary schedule with Step 2 through Step 6 only. Said employees will receive performance adjustments annually through Step 5 and then wait one hundred and four (104) weeks before moving to Step 6 and receiving another performance adjustment. There shall be no performance adjustments beyond Step 6; however, said employees will receive a longevity performance adjustment which shall be included in base salary provided he/she has completed ten (10) anniversary years of County employment and attained Step 6 on the Salary Schedule. Subsequently, after completion of another five (5) anniversary years of employment following the initial longevity performance adjustment, an employee shall receive another longevity performance adjustment which shall be included in base salary. Salary Schedules for employees hired on or after August 22, 1987 are included herein as Schedules D-1, D-2, and D-3 and for nursing and health care titles at the Residential Health Care Facility, Schedules F-1, F-2, and F-3, which Schedules reflect the aforementioned percentage increases for the term of this Agreement.

f. In order to calculate the 2000 Salary Schedules D-1 and F-1, three percent (3%) was added to the hourly rates on each and every step and longevity performance adjustment of each and every grade on the 1/01/99 Salary Schedules D-3 and F-3.

g. In order to calculate the 2001 Salary Schedules D-2 and F-2, four percent (4%), plus \$.2155, was added to the hourly rates on each and every step and longevity performance adjustment of each and every grade on the 2000 Salary Schedules D-1 and F-1.

h. In order to calculate the 2002 Salary Schedules D-3 and F-3, four percent (4%) was added to the hourly rates on each and every step and longevity performance adjustment of each and every grade on the 2001 Salary Schedules D-2 and F-2.

i. The classification and grade allocation of the present classification included in the negotiating unit covered by this Agreement are listed in Schedule "I", attached. This listing in no way affects the Employer's, the Union's or any employee's existing or future rights or obligations under this Agreement of applicable law.

2. a. An employee on the payroll as of August 21, 1987, shall receive a performance adjustment at the beginning of the first full pay period following the anniversary date of his/her appointment to his/her present position, except as hereinafter provided, in accordance with the following schedule:

Performance Adjustment	Waiting Period
(i) First four	52 weeks
(ii) Next four	104 weeks
(iii) Next one	After twenty (20) anniversary years

service, the last 104 weeks of which are in a given position.

- (iv) Next one Each five (5) anniversary years in the position after attaining (iii) above.

The date of appointment to a position shall be the date on which an employee first appears on the payroll as the incumbent of that position. If there is a change in title without a change in duties and/or responsibilities, the anniversary date shall remain unchanged.

b. The job performance of an employee during the preceding anniversary year shall be evaluated in writing during a twelve (12) week period prior to the anniversary date. The Employer shall review the written record with said employee at least thirty (30) days prior to such anniversary date. In the event that an employee's performance has been evaluated "Unsatisfactory" pursuant to the Employer's Performance Evaluation Guide and Procedure, he/she shall not receive said performance adjustment. Such employee may appeal said performance evaluation to the Department Head and, in the event he/she disputes the finding, he/she may appeal to the Commissioner of Personnel, who shall promptly hold a hearing; the employee shall have the right to attend the hearing and may be represented by the Union, its agent, or counsel.

c. The performance of an employee who has not received a performance adjustment, in accordance with the provisions of subparagraph (b) above, shall be re-evaluated in accordance with

the provisions of said Section no later than twenty-four (24) weeks after the date of his/her next full pay period. Said date, on which such performance adjustment is received, shall thereafter be used in place of such employee's anniversary date for purposes prescribed in subparagraph (a) hereof. In the event, said employee's performance is again evaluated "Unsatisfactory" however, he/she shall forfeit said performance adjustment for the year. In such event he/she shall next be due a performance adjustment, in accordance with the schedule set forth in subparagraph (a) in like manner as if the last prior performance adjustment had been received on the anniversary date there in prescribed. Any employee whose performance has been evaluated "Unsatisfactory" and denied a performance adjustment shall be reviewed again for a performance adjustment upon the employee's next anniversary date prescribed in Section 24.2(a) hereof.

d. Where an employee requests the approval of leave without pay for a course of study, with or without reimbursement, then upon prior written approval of the Commissioner of Personnel, the employee shall upon satisfactory completion of such course, be credited with a positive work evaluation during that period and credit toward seniority as it applies to a performance adjustment. In the event the Commissioner of Personnel, in conjunction with the Department Head, determines the course of study does not have sufficient value to the employee's job, the Commissioner of Personnel may grant leave for education purposes without credit for a performance adjustment.

3. a. Promotion or Upward Grade Allocation: In the event of a promotion or upward grade allocation, an employee shall receive a salary increase to either (i) the step of the salary schedule for the new position that results in an increase which is no smaller than one performance adjustment in the salary schedule for the position held prior to said promotion, or (ii) the step of the salary schedule for the new position which corresponds to the step of the salary schedule for the position held prior to the promotion, whichever results in the smaller salary increase. The date of the promotional appointment shall become the employee's anniversary date for the purpose prescribed in Section 24.2(a) hereof.

b. In the event an employee moves to a lower grade position, his/her salary will be placed at the step which first provides an increase over his/her current rate. The employee must remain on the step to which reassigned until he/she has completed the required total number of weeks of service to reach the next step as if the employee had continuously served in that grade. If the employee's salary rate is above the maximum of the new grade, the employee will be continued at his/her present rate. In the event future adjustments in pay schedules provide a rate range within which his/her salary falls, his/her salary will be adjusted to the next highest rate. In the event that the change is due to inefficiency, failure to receive a regular permanent appointment, or is at the employee's request, his/her salary shall be determined by assignment to that step which first provides full credit for time spent in the higher grade.

4. The Employer shall have the right to hire new employees at higher than step 1 in the salary schedule, provided any current employee who is the same title but a lower step than a new hiree, shall be raised to the same step as the new hiree as of the date of appointment of the new hiree. Such date of upward adjustment shall thereafter be considered the anniversary date for the purposes of performance adjustment. In the event an employee returns to County employment within fifty-two (52) weeks of termination of his/her employment, he/she shall be paid a salary not in excess of that received at the time he/she vacated the position. In the event the entry level of the grade exceeds the old salary, he/she shall then receive that rate.

#### **ARTICLE TWENTY-FIVE**

##### **SHIFT DIFFERENTIAL**

Effective January 1, 1994, an employee who is regularly assigned to a second or third shift shall receive seventy-five cents (\$0.75) per hour, in addition to his/her regular straight time rate of pay, for all hours worked during such shifts. An employee who is regularly assigned to and works on a first shift shall not receive said seventy-five cents (\$0.75) per hour premium for any overtime hours worked during a second or third shift. The provisions of this Article shall apply only to employees who are subject to the Fair Labor Standards Act.

An employee is entitled to shift differential for all hours of his/her shift worked if at least one-half (1/2) of the regularly assigned shift falls between 4:00 pm and 8:00 am.

A shift is defined as an employee's assigned work hours.

At the Department of Residential Health Care Services, the shift in the dietary department which commences at 11:30 am will continue to be considered a shift that qualifies for the differential.

An employee who receives shift differential due to his/her shift assignment and is temporarily assigned to work a shift that does not qualify for the differential for a maximum of five (5) consecutive work days shall continue to receive the shift differential.

An employee not eligible for shift as defined above, but who is temporarily assigned to work a shift that qualifies for the differential for at least three (3) consecutive weeks will receive shift differential for all the hours worked on the qualifying shift retroactive to the first day of the assignment.

An employee who is episodically assigned or regularly assigned on a non-consecutive work day basis to work a shift that qualifies for the differential as outlined above for a minimum of six (6) weeks will receive shift differential for all hours worked on the shift retroactive to the first day of such assignment. Supervisors must maintain documentation on employees who are assigned under these circumstances.

Employees will receive shift differential while on authorized accrued leave time.

## **ARTICLE TWENTY-SIX**

### **ALLOWANCES**

#### **SECTION 1 - MEAL ALLOWANCES**

1. An employee who actually works and completes his/her regularly scheduled tour and is required to continue working more than four (4) additional consecutive hours shall be paid a meal allowance of eight dollars (\$8.00) and a further meal allowance of eight dollars (\$8.00) for each consecutive half tour worked thereafter.

2. Any employee who is working away from his/her normal duty assignment during lunch hour and has previously been entitled to a lunch allowance shall be paid a meal allowance of up to six dollars (\$6.00) upon presentation of a receipt.

3. The County shall, during the term of this Agreement, continue to provide meals in County installations where such meals were provided on December 31, 1974, specifically the Residential Health Care Facility.

#### **SECTION 2 - MILEAGE ALLOWANCE**

1. An employee required and authorized to use his/her personal car for County use shall be reimbursed at the Internal Revenue Service approved rate per mile.

#### **SECTION 3 - UNIFORM ALLOWANCE**

1. Department of Health Nurses

Upon appointment, all Department of Health nurses regularly employed in field work are required to wear a uniform and shall receive an allowance per year of a maximum \$330 for



uniforms related to their work, to be credited on each of their anniversary dates, to the extent justified by the presentation of receipt(s).

**2. Residential Health Care Facility Employees & Health Department (Home Health Aides)**

Upon completion of twelve (12) months continuous service, full-time Home Health Aides at the Health Department are required to wear a uniform and shall receive an allowance per year of a maximum \$250 for uniforms related to their work, to be credited on each of their anniversary dates, to the extent justified by the presentation of receipt(s). Upon completion of twelve (12) months continuous service, full-time employees at the Residential Health Care Facility in the positions listed below are required to wear a uniform, and shall receive an allowance per year of a maximum \$275 for uniforms related to their work, to be credited on each of their anniversary dates, to the extent justified by the presentation of receipt(s):

Food Service Helper	LPN
Laundry Supervisor	Senior Physical Therapy Aide
Laundry Worker	
Assistant Cook II	Nursing Assistant
Cook II	Staff RN
Occupational Therapy Aides	Senior Nursing Assistant
Occupational Therapy Assistants	Wardrobe Aide
Physical Therapy Aide	Sr. Certified Occupational Therapy Asst.
Physical Therapy Assistant	Building Service Worker I

All other Residential Health Care Facility employees who are required to wear smocks, lab coats or uniforms will be provided same by the County.

**3. Sheriff's Department**

On initial appointment and after completion of probation an employee of the Sheriff's Department shall be provided with prescribed uniforms or related work clothes, as appropriate, pursuant to the Quartermaster System.

**4. Department of Emergency Communications (911 Public Safety Dispatchers)**

Upon hire, and thereafter, employees at the Department of Emergency Communications are required to wear a uniform and shall receive an allowance per year of a maximum \$125 for uniforms related to their work, to be credited on each of their anniversary dates, to the extent justified by the presentation of receipt(s).

**5. Department of Social Services (Security Guards)**

Upon hire, and thereafter, all Security Guards at the Department of Social Services are required to wear a uniform and shall receive an allowance per year of a maximum \$225 for uniforms related to their work, to be credited on each of their anniversary dates, to the extent justified by the presentation of receipt(s). Security Guards hired January through June are eligible for the full yearly allowance of a maximum \$225, to the extent justified

by the presentation of receipt(s). Security Guards hired July through December are eligible for one-half (1/2) the yearly allowance (i.e. \$112.50), to the extent justified by the presentation of receipt(s).

6. Building Service Workers and Maintenance Workers at OCCC shall receive a \$75 annual work shoe allowance.

#### ARTICLE TWENTY-SEVEN

##### MISCELLANEOUS PROVISIONS

1. The Employer will provide as required at its own expense, necessary protective clothing and safety equipment to maintenance employees, mechanics, painters, HMEO, MEO, laborers, custodians, and building service workers. The Employer will also provide identifying uniforms and/or emblems to those employees performing regulatory functions.

2. The Employer agrees to furnish each of its employees, excluding temporary or seasonal, one (1) copy of this Agreement. New employees shall be provided a copy of the Agreement upon hiring.

3. An employee shall be informed of his/her leave accruals upon request to an individual to be designated by the Commissioner of Personnel no later than ninety (90) days after the parties ratify this Agreement.

4. Work usually performed by employees in the negotiating unit shall not be contracted out if it will result in a loss of employment by any employee covered by this Agreement.

5. The Employer will supply a first aid kit in all areas and in every County vehicle.

6. Employees who are volunteer firemen shall not be docked for time spent at fighting fires.

7. The Employer shall give at least two (2) weeks notice to an employee who is transferred, other than temporarily or to meet an unexpected need, to a work location in a different town.

8. a. No complaint or report (other than normal classification and assignment status, payroll and attendance records) adverse to an employee will be retained in the employee's departmental personnel file unless the employee has had an opportunity to read same and to provide a response to be filed therewith. Except for pre-employment materials deemed confidential, an employee shall be permitted to examine the file at reasonable intervals and to make copies of items therein.

b. If an employee has submitted a grievance regarding an evaluation and/or written reprimand that has been included in the employee's departmental personnel file, the decision and any action resulting shall be included therewith.

9. The employees presently receiving Parks Department housing shall pay the utility costs for the County dwellings each occupies, in addition to the yearly maintenance payment which each currently pays, as is currently practiced.

##### 10. Layoff of Non-Competitive and Labor Class Employees

a. When an occupied position in the non-competitive or labor class is abolished, suspension is to be made from among those employees holding the same positions in the same department

as the abolished position. All temporary or seasonal employees occupying these positions must be let go before any permanent employee is suspended from such positions. Probationary employees occupying such positions in the same title must also be suspended before any permanent employee in the department in that title. Probationary employees do, however, have superior retention rights to those of temporary or seasonal employees.

Among permanent non-competitive and labor class employees, the order of suspension is the inverse of the order of their original permanent appointments in the classified service.

When several employees were originally appointed on a permanent basis on the same day, the appointing officer may retain any one or more of such employees.

b. An exception to the rule of inverse order of original appointment occurs when an individual resigns and is reinstated or reappointed more than one (1) year after his resignation. This constitutes a break in "continuous service" and, therefore, the date of "original appointment" is the date of re-employment on a permanent basis; prior service does not count.

c. The order of names on non-competitive and labor class preferred lists will be in order of the date of their original permanent appointment in the classified service.

Among non-competitive and labor class employees there are no bumping or retreat rights.

11. The Union recognizes the Employer's legitimate interest in curbing absenteeism and tardiness and combating alcoholism and the use of illicit drugs or narcotics in the workplace. All

employees will be subject to drug testing as set forth in Schedule "K".

12. It is understood and agreed that employee appearance and grooming should comport with normal business standards for the position for which he or she is employed. Without limiting the foregoing, it is inappropriate to wear casual attire including jeans, denim jeans, leggings, shorts, halter tops, spandex, sweat pants, sweat shirts, warm-ups or sneakers.

13. The Employer shall have the right to install time clocks in any department.

14. The County may implement an Internal Revenue Service Section 125 Flexible Spending Plan during the life of this Agreement.

15. a. All Deputy Sheriff and Captains, Deputy Sheriff and Lieutenants, and Corrections Lieutenants will be subject to annual random drug testing and will be included in the Office of the Sheriff's random drug testing pool. Employees will be tested for the following drugs: THC, Opiate, PCP, Cocaine, Amphetamine, Barbituates, Methadone, Benzodiazepines, Methaqualone, and Propoxyphene. The Employer will determine the number of random tests to be performed on an annual basis. Random drug testing will be unannounced. The method by which an employee holding one of the affected titles is selected for random testing shall be completely neutral so that all affected employees will have an equal chance of being tested. Employees who are selected for

random testing must report to the neutral testing site immediately or as soon as practicable, as directed by the Sheriff or his designated official. Refusal to submit to a random drug test is just cause for discharge.

b. Because of the consequences of a positive test result, the Employer will employ a very accurate split-sample, two-stage testing program. Urine samples will be analyzed by a highly-qualified laboratory which is certified by the Substance Abuse and Mental Health Services Administration using a chain of custody procedure established by the laboratory. The first sample will be subject to an initial test using an immunoassay to determine levels of drugs or drug metabolites. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques.

c. Any employee who tests positive for alcohol or drug use will forfeit his/her next scheduled increment and will be required to submit to an evaluation by a substance abuse professional (SAP). If the SAP determines that treatment is necessary, the employee will be required to participate in, and successfully complete, a drug/alcohol rehabilitation program. A refusal to participate in or successfully complete rehabilitation, as described herein, shall constitute just cause for discharge. Successful completion includes participation in such follow-up care as is recommended by the rehabilitation provider. The

employee must agree to give the County access to such records of the rehabilitation program as will establish that the employee is cooperating in the recommended rehabilitation treatment. In the event that an employee returns to work while still participating in the rehabilitation program, the results of any testing for drug and/or alcohol use done by the rehabilitation provider shall be made available to the Employer.

Those employees who have or are participating in a drug and/or alcohol rehabilitation program must, prior to reinstatement, be tested for drug and/or alcohol use. A positive test result for drug or alcohol use will be just cause for discharge. Any employee, who has participated in a drug or alcohol rehabilitation program and after being reinstated, may be randomly tested on a periodic basis for one (1) year not to exceed 12 tests in said year. If upon re-testing for drug and/or alcohol use an employee tests positive, such positive testing shall constitute just cause for discharge without further right to rehabilitation.

An employee found to have tested positive for drug or alcohol use may grieve through the grievance and arbitration procedure (i) the positive finding, or (ii) the randomness of the method of selection for testing; except, however, that the arbitrator is without the power to modify or mitigate the contracted consequences of a positive drug or alcohol test result.

**ARTICLE TWENTY-EIGHT**  
**ADMINISTRATIVE PROVISIONS**  
**ORANGE COUNTY CLASSIFICATION**  
**AND SALARY PLAN**

Appeals Procedure:

1. An employee, or the Union acting on behalf of an employee or of a group of employees who have requested Union intervention, may request review of the classification of his/her/their position(s) and/or the allocation of the corresponding position classification. Such request shall be factually supported, shall indicate whether a hearing is desired, and shall be presented on a form to be supplied by the Commissioner of Personnel. Said request shall be submitted to the Commissioner of Personnel through the affected Department Head(s) who shall append his/her comments.

2. No later than twenty (20) days after receiving such a request indicating that a hearing is desired, the Commissioner of Personnel shall conduct same, at which the employee shall be present and may be represented by the Union or its agent. The Commissioner of Personnel shall have the power to designate another officer or employee to conduct such hearing and to report to him thereon.

3. The Commissioner of Personnel shall issue a written decision setting forth his reasons therefore to said employee and/or the Union, within ten (10) days after conducting such

hearing or after receiving the report of his designated hearing officer. Should said decision of the Commissioner of Personnel warrant amendment of the County Classification and Grade Plan then such proposed amendment shall be transmitted forthwith to the County Legislature after approval by the County Executive. The County Executive shall have sixty (60) days to make his decision. If no decision is made within sixty (60) days, then such proposed amendment shall be deemed to be approved by the County Executive.

4. No employee whose position is reclassified or reallocated shall be promoted, demoted or transferred except in accordance with provisions of the Civil Service Law, rules, regulations and the relevant clauses of this Agreement.

**ARTICLE TWENTY-NINE**  
**DISCIPLINARY PROCEDURE**

**SECTION 1.** The disciplinary procedure for incompetency or misconduct prescribed in this Article shall be available to all employees herein described as an alternative to the procedure prescribed in Sections 75 and/or 76 of the Civil Service Law.

a. Said employees shall include and be limited to those currently subject to Sections 75 and/or 76 of the Civil Service Law, and in addition shall include those non-competitive class employees described in Section 75.1(c) who, since last entry into County service, have completed the continuous service in the non-competitive class prescribed by Article Eighteen and also to

those persons in the labor class who, since last entry into County service, have completed the continuous service in the labor class prescribed by Article Eighteen; except that any employee who is disciplined for absence from work without consent for five or more working days shall forfeit the alternative disciplinary procedure provided herein and such employee shall be limited to the procedures provided by Sections 75 and/or 76 of the Civil Service Law.

b. Subject to Section 1. a., an employee shall have the right to choose either but not both alternative procedures to grieve each such disciplinary action.

c. The Employer is responsible after seven (7) calendar days of an employee's unauthorized absence to notify by certified mail both the employee and the Union that the employee will be considered to have resigned from his/her position if the employee does not contact the Employer within fourteen (14) calendar days from the initial date of unauthorized absence. If such notice is given, an employee who is on an unauthorized absence for fourteen (14) consecutive calendar days without contact with the Employer will on the following calendar day at 5 p.m. be deemed to have resigned from his/her position. Thereafter, the employee has the opportunity to submit an explanation to the Department Head as to why they could not contact the Employer during the fourteen (14) calendar day unauthorized absence. The burden of proof is on the employee to establish his/her inability to

contact the Employer. If the employee provides a reason acceptable to the Department Head, the employee will be notified by the Employer and will be directed to return to work. If the Department Head determines that the reason for the unauthorized absence is not acceptable, the Department Head must notify the employee of this determination within ten (10) calendar days after receipt of the explanation from the employee. The employee may appeal this response to the Commissioner of Personnel no later than five (5) calendar days after receipt of this determination. The Commissioner of Personnel will issue a final decision no later than five (5) calendar days after receipt of the employee's appeal. The decision of the Commissioner of Personnel is binding and is not arbitrable.

**SECTION 2.** In the event a Department or Agency Head or his designee sees fit to impose a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, notice of such disciplinary decision shall be made in writing and served on the employee. Such disciplinary measure shall be imposed only for incompetence or misconduct. The specific act(s) alleged that warrant disciplinary action and the proposed sanction(s) shall be specified in the notice of discipline.

a. The Union shall be advised by registered or certified mail that said notice of discipline has been served on an employee.

b. Said notice of discipline shall be accompanied by a written statement that:

(1) An employee served with a notice of discipline has the right to object by filing a grievance within eight (8) days, if eligible as per Section 1. a., or by exercising his rights under Section 75 and/or 76 of the Civil Service Law.

(2) In the event said employee does object, then he/she must file written notice of his/her choice of procedure, subject to the provisions of Section 1 hereof, with the Employer and the Union no later than the eighth (8) day after receiving such notice of discipline.

(3) The disciplinary grievance procedure provides for a hearing by an independent arbitrator at its final stage.

(4) The employee has the right to be represented by the Union, an attorney, or other representative at every stage of the proceeding.

c. An employee who has been served with a notice of discipline may be suspended without pay for a period not to exceed thirty (30) days. However, should the employee be served with a second notice of discipline for a same or similar offense, he/she may be suspended for up to forty-five (45) calendar days without pay.

**SECTION 3.** An employee may grieve a notice of discipline at Step 1 of the Grievance Procedure prescribed in Article Thirty

hereof, by requesting a meeting with the appropriate Department or Agency Head as prescribed therein, no later than eight (8) days after receiving said notice of discipline. Said meeting, at which such employee or his/her representative shall respond to said notice of discipline, shall be held no later than five (5) days after receipt of said request by the Department or Agency Head. The Department or Agency Head shall render a decision no later than five (5) days after such meeting.

**SECTION 4.** The Union may appeal an unsatisfactory decision at Step 1, by a demand for arbitration presented to the American Arbitration Association with a copy sent to the Commissioner of Personnel within twenty (20) working days of receipt of the Step 1 decision requesting a list from which the parties shall select the arbitrator who shall arbitrate said dispute in accordance with the rules and procedures of said American Arbitration Association.

**SECTION 5.** The independent arbitrator shall hold a hearing no later than ten (10) days after selection, at which hearing such employee may be represented by counsel and may present witnesses on his/her behalf. Said arbitrator shall render a decision no later than five (5) days after said arbitrator shall declare the hearing(s) closed, or within five (5) days after receipt of a transcript if either party requests a transcript.

**SECTION 6.** The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted nor shall the Arbitrator submit observations or declarations of opinion which

are not essential in reaching the determination. The arbitrator's decision with respect to guilt or innocence and penalty shall be final and binding on the parties and may approve, disapprove or take any other appropriate action warranted under the circumstances including, but not limited to, ordering reinstatement and back pay for all or part of a period of suspension.

**SECTION 7.** A grievance may be settled at any stage of the disciplinary grievance procedure. The terms of the settlement shall be agreed to in writing. The Employer shall notify the Union of any such settlement no later than twenty-four (24) hours after execution of a written agreement of settlement.

**SECTION 8.** All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union or the employee if said employee is not represented by the Union. Each party shall bear the costs of preparing and presenting its own case.

**SECTION 9.** The proceedings at a disciplinary arbitration hearing may be recorded and either party wishing a written transcript may provide for one at its own expense.

## **ARTICLE THIRTY**

### **GRIEVANCE PROCEDURE**

#### **SECTION 1 - DEFINITIONS**

Definition: As used herein the following terms shall have the following meaning:

1. "EMPLOYER" shall mean the County of Orange, or a department thereof.

2. "UNION" shall mean the Civil Service Employees' Association, Inc., Local 1000, American Federation of State, County and Municipal Employees' Union AFL-CIO for the County Employees' Unit, Orange County Local 836.

3. "EMPLOYEES" shall mean any person or persons covered by the terms of this Agreement.

4. "GRIEVANT" shall mean employee, group of employees, or the Union acting on behalf of same, alleging to have a grievance.

5. A "GRIEVANCE" is any alleged violation of this Agreement or any dispute with respect to its meaning or application; provided, however, that such term shall not include any matter involving the allocation of a position to a position class or title and the allocation of a position class to a salary grade. Neither shall such term include: retirement benefits; disciplinary proceedings or any other matter, which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

6. "DAYS" shall mean calendar days.

#### **SECTION 2 - GENERAL**

1. Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the Union at all stages of the grievance procedure.



2. Written responses required from the grievant hereunder shall be submitted to the appropriate Department Head, as hereinbefore defined, and the Commissioner of Personnel; written responses required of the County hereunder shall be submitted to the employee involved and the Union.

3. No grievance shall be filed later than thirty (30) days after the date on which the act or omission giving rise to the grievance occurred.

4. Each grievance shall contain a short, plain statement of the grievance and specific references to the Section of this Agreement which the employee or Union claims to have been violated.

5. Settlement of a grievance by mutual agreement, prior to the issuance of an Arbitrator's award as provided hereinafter, shall constitute precedent in other and future cases only in the event that the Commissioner of Personnel and an authorized representative of the Union agree in writing that such settlement shall have such effect.

6. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand. In no event, however, shall such a resolution be retroactive to a date earlier than thirty (30) days prior to the date that the grievance was first presented in accordance with this Article.

7. The grievance and arbitration procedure provided for herein shall be in addition to any other means of resolving grievances, disputes and complaints provided for by statute or administrative procedures applicable to the County.

8. Failure by the County to meet the various time requirements specified herein shall result in advancing a grievance to the next step. Failure by the grievant to meet the various time requirements specified herein shall be deemed as settlement of the grievance.

### **SECTION 3 - PROCEDURE**

#### **Step 1: Department Head Stage:**

An employee or the Union shall present the grievance in writing to the employee's Department Head not later than the date prescribed in Section 2.3 hereof. The grievance shall contain a short, plain statement of the grievance and specific reference to the section(s) of the Agreement which the Union or employee claims have been violated. Said Department Head forthwith upon receiving said grievance, shall make a good-faith effort to resolve same, including as appropriate, discussions with the employee, investigation, and consultation with his/her superiors. Said Department Head shall reply to the employee or Union, in writing, by the end of the seventh (7<sup>th</sup>) day after a meeting is held on the grievance, or, in the event that there is no meeting held, by the end of the seventh (7<sup>th</sup>) day after the grievance is submitted.

#### **Step 2: Commissioner of Personnel Stage:**

In the event an employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the Commissioner of Personnel within fifteen (15) days from the date of receipt of the Step 1 decision. Such appeal shall contain a short, plain statement of the grievance and specific

references to the Section of this Agreement which the employee or Union claims to have been violated. The Commissioner of Personnel or his designee may, and at the request of the Union shall, hold an informal hearing within ten (10) days after receiving said appeal. The Union may appear at the hearing and present oral or written statements or arguments. The Commissioner of Personnel or his designee shall issue a written decision to the employee or Union by the end of the tenth (10th) day after the close of said hearing, or, in the event that there be no hearing, the tenth (10th) day after the appeal was received.

**Step 3: Arbitration Stage:**

1. Only the Union may appeal an unsatisfactory decision at Step 2, by a demand for arbitration presented to the American Arbitration Association with a copy sent to the Commissioner of Personnel within twenty (20) working days of receipt of the Step 2 decision requesting a list from which the parties shall select the arbitrator who shall arbitrate said dispute in accordance with the rules and procedures of said American Arbitration Association.

2. The demand for arbitration shall identify the grievance, the department, the employee or employees involved, and the Agreement provision in dispute. At least ten (10) days prior to the arbitration hearing the County and Union shall meet to frame the issue(s) to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

3. The arbitrator shall have no power to add to, subtract from, or modify the provisions of the Agreement in arriving at a decision of the issue(s) presented.

4. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.

5. All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

**ARTICLE THIRTY-ONE**

**SEPARABILITY**

In the event that any provisions of the Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any of the other provisions of this Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in force and effect.

Any article or provision in this contract construed to be in violation of the New York State Civil Service Law shall be deemed to be excised from this Agreement.

**ARTICLE THIRTY-TWO**

**MANDATED PROVISIONS OF LAW**

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

**ARTICLE THIRTY-THREE**

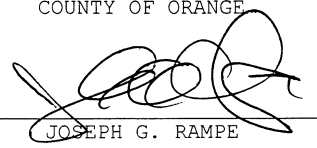
**DURATION**

1. Except as expressly stated in the above provision of this Agreement, this Agreement shall be effective as of its signing and shall remain in effect through December 31, 2002, subject to paragraph 2 of this Article.

2. Either party to this Agreement may notify the other on or before the May 31 prior to the date this Agreement expires that it wishes to negotiate on any or all items contained herein and on any other items it wishes to propose. If no such notice is given, this Agreement shall continue in effect for successive one-year periods until such notice is given by May 31 prior to expiration of this Agreement.

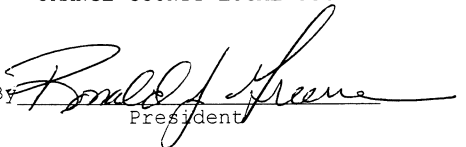
COUNTY OF ORANGE


By

  
JOSEPH G. RAMPE  
County Executive

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.  
LOCAL 1000, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES UNION FOR  
THE COUNTY EMPLOYEES UNIT  
ORANGE COUNTY LOCAL 836

By

  
President

  
CSEA, Regional Director

December 4<sup>th</sup>, 2000

**CIVIL SERVICE EMPLOYEES ASSOCIATION  
NEGOTIATING TEAM MEMBERS**

Alexis M. Geis	Mental Health
Nina Hansen	Public Works
William Yungmann	Public Works
John Sullivan	Community College
John D. Score	Health
Joe Williams, Lt.	Sheriff
Nancy Krupunich	Mental Health
Sherri Moore-Are	Social Services
Joanne Aversano	County Clerk
Rosemarie Kukys	Residential Health Care Services
Adelaide Jacobs	Residential Health Care Services
Ron Greene	Purchasing
Glenn Blackman	CSEA, Labor Relations Specialist
James Farina	CSEA, Regional Director

SCHEDULE "A"

The following titles are excluded from the CSEA Unit:

1. Accountant
2. ~~Administrative Director of Operations and Support Services~~
3. Administrative Officer
4. Administrative Officer - Social Services
5. Assistant Corrections Administrator
6. Assistant County Attorney
7. Assistant Director of Client Services
8. ~~Assistant Director of Environmental Health Services~~
9. Assistant Director of Nursing
10. Assistant Director of Veterans' Service
11. Assistant Director, Employment and Training
12. Assistant Director, Office for the Aging
13. ~~Assistant Director, Real Property Tax Services~~
14. Assistant to Commissioner of Social Services
15. Assistant to County Executive
16. Assistant District Attorney I
17. Assistant District Attorney II
18. Assistant District Attorney III
19. Assistant District Attorney IV
20. Assistant Monitor
21. ~~Associate Clerk (Personnel/Labor Relations)~~
22. Associate Director of Nursing
23. Auditor
24. Auditor Trainee
25. Budget Analyst
26. Budget Director
27. Chairman of the Legislature
28. Chief Administrative Coroner
29. Chief Assistant County Attorney
30. Chief Assistant District Attorney
31. Chief Trial Assistant District Attorney
32. Clerical Office Assistant
33. Clerk of the Legislature
34. Commissioner of Consumer Affairs
35. Commissioner of Elections
36. Commissioner of Emergency Communications
37. Commissioner of Environmental Facilities and Services
38. Commissioner of Finance
39. Commissioner of Health
40. Commissioner of Information Services
41. Commissioner of Mental Health
42. Commissioner of Parks, Recreation and Conservation
43. Commissioner of Personnel
44. Commissioner of Planning

45. Commissioner of Public Works
46. Commissioner of Residential Health Care Services
47. Commissioner of Social Services
48. Confidential Secretary to County Attorney
49. Confidential Secretary to County Executive
50. Confidential Secretary to District Attorney
51. Confidential Secretary to the Sheriff
52. Confidential Secretary to the Undersheriff
53. Coroner
54. Corrections Administrator
55. Corrections Captain
56. County Attorney
57. County Clerk
58. County Executive
59. County Fire Coordinator
60. County Historian
61. County Property Manager
62. County Youth Bureau Director
63. Deputy Budget Director
64. Deputy Clerk of the Legislature
65. Deputy Commissioner of Elections
66. Deputy Commissioner of Emergency Communications
67. Deputy Commissioner of Environmental Facilities and Services
68. Deputy Commissioner of Finance
69. Deputy Commissioner for Infrastructure Services
70. Deputy Commissioner of Health
71. Deputy Commissioner of Mental Health
72. Deputy Commissioner of Personnel
73. Deputy Commissioner of Planning
74. Deputy Commissioner of Public Works - Div. of Engineering
75. Deputy Commissioner of Residential Health Care Services
76. Deputy Commissioner of Social Services
77. Deputy County Clerk
78. ~~Deputy Health Commissioner (Part-Time)~~
79. Deputy Sheriff & Chief
80. Deputy Sheriff, Part-Time/per diem
81. Director of Admissions and Human Services
82. Director of Aviation
83. Director of Chemical Dependency Services
84. ~~Director, Chest Clinic~~
85. Director of Client Services
86. Director of Clinical Services
87. Director of Community Development
88. ~~Director of Computer Operations~~
89. ~~Director, Division of Buildings~~
90. Director of Early Intervention Services
91. Director of Environmental Health Services
92. Director of Finance
93. Director of Fiscal Management

94. Director of Human Services
95. Director of Income Maintenance
96. ~~Director of Labor Relations~~
97. Director of Mental Health Program Services
98. Director of Nursing
99. Director of Office for the Aging
100. ~~Director of Office Automated Systems~~
101. Director, Office of Veterans Services
102. Director of Operations
103. Director of Patient Services
104. Director of Personnel Management
105. Director of Professional Services
106. Director of Purchases
107. Director of Real Property Tax Service Agency
108. ~~Director of Resource Management~~
109. Director of Staff Resources
110. ~~Director of Systems and Programming~~
111. Director of Systems Integration
112. ~~Director of Systems Programming~~
113. District Attorney
114. Economic Development Zone Director
115. ~~Employee Assistance Program Coordinator (Part-Time)~~
116. Emergency Medical Services Coordinator
117. Emergency Medical Services Coordinator (Part-Time)
118. Employment and Training Director
119. Executive Assistant (Personnel)
120. Executive Assistant District Attorney
121. Executive Director, Orange County Human Rights Commission
122. Executive Secretary and Administrative Assistant (County Clerk)
123. Executive Secretary and Administrative Assistant (DSS)
124. Fire Service Instructor
125. Fiscal Director
126. Fiscal Manager, Employment and Training
127. Junior Counselor (Seasonal)
128. Lead Counselor (Seasonal)
129. Legislative Counsel
130. Legislator
131. Lifeguard (Seasonal)
132. Lifeguard Supervisor (Seasonal)
133. Majority Leader
134. Managed Care Director
135. ~~Medical Director~~
136. Minority Leader
137. Monitor
138. Monitor-in-Charge
139. Per Diem LPN
140. Per Diem RN
141. Per Diem Switchboard Operator
142. Personnel Technician

143. Personnel Technician Trainee
144. Personnel Management Technician
145. Pharmacist, Per Diem
146. ~~Principal Clerk (Jail)~~
147. Principal Clerk (Personnel/Labor Relations)
148. Probation Director II
149. ~~Public Health Administrator~~
150. Public Safety Dispatcher II (Fire/Police), Per Diem
151. Recreation Attendant (Seasonal)
152. Risk Management Officer
153. Secretary and Administrative Assistant I (County Executive)
154. Secretary and Administrative Assistant II (Sheriff)
155. Senior Accountant
156. Senior Assistant County Attorney
157. Senior Assistant District Attorney
158. Senior Deputy Director, Veterans Services
159. Senior Lifeguard (Seasonal)
160. Senior Secretary and Administrative Assistant (County Executive)
161. ~~Senior Secretary and Administrative Assistant (Personnel)~~
162. Senior Secretary and Administrative Assistant (Social Services)
163. Sheriff
164. Staff Assistant
165. ~~Staff Resources Supervisor~~
166. Staffing & Training Coordinator
167. ~~Stenographic Secretary to County Executive~~
168. Summer Youth Program Aide (Seasonal)
169. Supervisor of Examination and Administrative Services
170. Supervisor of Payroll and Employee Benefits
171. Telephone Operator I, Per Diem
172. Training Facilitator
173. Undersheriff
174. Work Experience Participant

(———— = Abolished Title)

# ORANGE COUNTY COMMUNITY COLLEGE EXCLUDED PERSONNEL

1. Academic Administrative Assistant
2. Admissions Counselor
3. All Instructional Full & Part Time, Credit & Non-Credit Faculty at O.C.C.C.
4. Assistant Comptroller

ORANGE COUNTY COMMUNITY COLLEGE EXCLUDED PERSONNEL

5. Assistant Coordinator of Career Services
6. Assistant Director of Academic Services
7. Assistant Director of Admissions
8. Assistant Director of Development
9. Assistant Director of Financial Aid
10. Assistant Director of Institutional Research
11. Assistant to the Director-Newburgh
12. Assistant to the Director of Institutional Research & Planning
13. Assistant to the Director of Student Activities
14. Assistant Professor
15. Assistant Vice President for Curriculum and Instruction
16. Assistant Vice President of Student Affairs
17. Assistant to the Vice President for Academic Affairs
18. Associate Professor
19. Career Program Developer-Newburgh Extension Center
20. Collection Development Coordinator
21. College Auxillary Office Assistant
22. College Auxillary Worker
23. Community Services Coordinator
24. Comptroller
25. Coordinator for Honors Program
26. Coordinator of Accounting
27. Coordinator of Advising and Counseling Services
28. Coordinator of Arts and Communication
29. Coordinator of Business Management
30. Coordinator of Business Services
31. Coordinator of Career and Transfer Services
32. Coordinator of CIS
33. Coordinator of Communications
34. Coordinator of Community Services
35. Coordinator of Developmental Education and Tutorial Center
36. Coordinator of Developmental Education and Tutorial Services
37. Coordinator of Drunk Driving Program (Comm. Services)
38. Coordinator of English
39. Coordinator of English and Foreign Languages
40. Coordinator of Financial Aid
41. Coordinator of Health Services
42. Coordinator of Institute for Business, Industry and Government (IBIG)
43. Coordinator of Instructional Media-Television
44. Coordinator of International Studies
45. Coordinator of Intramural & Recreational Activities
46. Coordinator of Job Placement
47. Coordinator of Multi Cultural Affairs
48. Coordinator of Nursing
49. Coordinator of Office Technology

ORANGE COUNTY COMMUNITY COLLEGE EXCLUDED PERSONNEL

50. Coordinator of Preparatory Programs
51. Coordinator of Psychology/Sociology
52. Coordinator of Real Estate Banking & Finance
53. Coordinator of Student Placement
54. Coordinator of Student Success Center
55. Coordinator of Visual Communications
56. Coordinator of Writing Consultancy Project
57. Coordinator, Services for Disabled Students
58. Counselor
59. Custodial Manager
60. Department Chairmen
61. Development Coordinator
62. Developmental Student Advocate
63. Director of Academic Services
64. Director of Admissions
65. Director of Athletics
66. Director of College & Community Development
67. Director of College Extension Center
68. Director of Continuing Education
69. Director of Counseling and Guidance
70. Director of Development
71. Director of Facilities & Administrative Services
72. Director of Financial Aid
73. Director of Guidance & Counseling Services
74. Director, Institute for Business, Industry & Government
75. Director of Institutional Research & Planning
76. Director of Instructional Media
77. Director of Learning Resource Center
78. Director of Security and Safety
79. Director of Student Activities
80. Director of Student Life
81. Director of Technical Services
82. Electronics Repair Specialist
83. Executive Vice President/Vice President for Administration
84. Human Resources Officer
85. Institutional Research Officer
86. Instructor
87. Librarian
88. Maintenance Manager
89. Media Production Coordinator
90. Plant Manager
91. President
92. Professor
93. Program/Analyst
94. Secretary to Executive Vice-President for Administration

**ORANGE COUNTY COMMUNITY COLLEGE EXCLUDED PERSONNEL**

95. Secretary to the President
96. Staff Accountant
97. Student Development Counselor-Newburgh Extension Center
98. Technical Assistant
99. Technical Assistant - Academic
100. Technical Assistant - Athletics
101. Technical Assistant - Development
102. Technical Assistant/Financial Aid
103. Technical Assistant to the Instructional Media Center
104. Technical Assistant - Institutional Research
105. Technical Assistant/Marketing
106. Technical Assistant - Math/Computer Science
107. Technical Assistant/Newburgh Extension Center
108. Technical Assistant/Stage Manager
109. Technical Assistant/Technical Services
110. Vice President for Academic Affairs
111. Vice President for Administration
112. Vice President for Institutional Advancement
113. Vice President for Student Development

**POSITIONS IN COBA UNIT**

1. Building Maintenance Mechanic (Sheriff)
2. Correction Officer
3. Corrections Sergeant
4. ~~Head Jail Cook~~
5. ~~Jail Cook~~
6. Maintenance Mechanic Assistant Supervisor (Sheriff)
7. Maintenance Mechanic Supervisor (Sheriff)
8. Principal Account Clerk (Sheriff)
9. Senior Account Clerk (Sheriff)
10. Senior Clerk (Sheriff)
11. ~~Telephone Operator & Cashier~~

**POSITIONS IN OCDSPBA UNIT**

1. Deputy Sheriff
2. ~~Deputy Sheriff and Recruit~~
3. Deputy Sheriff and Sergeant

(— = Abolished Title)

**SCHEDULE "B-1"  
01/01/2000**

**ORANGE COUNTY  
UNGRADED POSITIONS (PART-TIME/SEASONAL)**

**ONLY POSITIONS INCLUDED IN NEGOTIATING UNIT REPRESENTED BY CSEA**

<u>TITLE</u>	<u>DEPARTMENT</u>	<u>SALARY</u>
Intern	County Executive	9.8563/hour
Recreation Leader (Seasonal)	Parks	11.7838/hour
Recreation Specialist (Seasonal)	Parks	16.7893/hour
Ski Patrol Director (Seasonal)	Parks	12.3778/hour
Ski School Director (Seasonal)	Parks	12.3778/hour
Campus Security Guard (P.T.)	Orange County Community College	11.1883/hour



**SCHEDULE "B-2"**  
01/01/2001

**ORANGE COUNTY**  
**UNGRADED POSITIONS (PART-TIME/SEASONAL)**

ONLY POSITIONS INCLUDED IN NEGOTIATING UNIT REPRESENTED BY CSEA

<u>TITLE</u>	<u>DEPARTMENT</u>	<u>SALARY</u>
Intern	County Executive	10.4661/hour
Recreation Leader (Seasonal)	Parks	12.4707/hour
Recreation Specialist (Seasonal)	Parks	17.6764/hour
Ski Patrol Director (Seasonal)	Parks	13.0884/hour
Ski School Director (Seasonal)	Parks	13.0884/hour
Campus Security Guard (P.T.)	Orange County Community College	11.8513/hour

**SCHEDULE "B-3"**  
01/01/2002

**ORANGE COUNTY**  
**UNGRADED POSITIONS (PART-TIME/SEASONAL)**

ONLY POSITIONS INCLUDED IN NEGOTIATING UNIT REPRESENTED BY CSEA

<u>TITLE</u>	<u>DEPARTMENT</u>	<u>SALARY</u>
Intern	County Executive	10.8847/hour
Recreation Leader (Seasonal)	Parks	12.9695/hour
Recreation Specialist (Seasonal)	Parks	18.3835/hour
Ski Patrol Director (Seasonal)	Parks	13.6119/hour
Ski School Director (Seasonal)	Parks	13.6119/hour
Campus Security Guard (P.T.)	Orange County Community College	12.3254/hour

**01/01/2000 SALARY SCHEDULE  
ORANGE COUNTY EMPLOYEES  
(HIRED BEFORE 8/22/87)  
SCHEDULE C-1**

GRADE	52 Weeks					/104 Week			
	1	2	3	4	5	6	7	8	9
1	8.8142	9.2876	9.7609	10.2342	10.7075	11.1808	11.6540	12.1271	12.6005
2	9.0742	9.5642	10.0541	10.5441	11.0340	11.5242	12.0139	12.5041	12.9940
3	9.3506	9.8563	10.3619	10.8676	11.3731	11.8787	12.3844	12.8900	13.3957
4	9.7636	10.3140	10.8643	11.4148	11.9649	12.5153	13.0658	13.6160	14.1664
5	10.1819	10.7673	11.3527	11.9381	12.5234	13.1088	13.6942	14.2796	14.8651
6	10.5743	11.1883	11.8022	12.4161	13.0301	13.6441	14.2580	14.8720	15.4861
7	11.1338	11.7838	12.4340	13.0841	13.7342	14.3843	15.0343	15.6843	16.3344
8	11.6810	12.3778	13.0749	13.7718	14.4688	15.1658	15.8628	16.5597	17.2568
9	12.3590	13.0981	13.8371	14.5761	15.3152	16.0542	16.7931	17.5321	18.2712
10	13.0485	13.8354	14.6226	15.4094	16.1964	16.9836	17.7705	18.5574	19.3444
11	13.8728	14.7367	15.6008	16.4649	17.3290	18.1931	19.0572	19.9211	20.7852
12	14.6813	15.5992	16.5173	17.4351	18.3532	19.2711	20.1890	21.1072	22.0251

**01/01/2000 SALARY SCHEDULE  
ORANGE COUNTY EMPLOYEES  
(HIRED BEFORE 8/22/87)  
SCHEDULE C-1**

GRADE	52 Weeks					/104 Week			
	1	2	3	4	5	6	7	8	9
13	15.7885	16.7893	17.7904	18.7914	19.7924	20.7933	21.7943	22.7953	23.7963
14	17.0239	18.1138	19.2037	20.2937	21.3836	22.4735	23.5634	24.6533	25.7434
15	18.3919	19.5827	20.7733	21.9640	23.1549	24.3455	25.5364	26.7271	27.9178
16	19.8925	21.2069	22.5210	23.8351	25.1493	26.4635	27.7777	29.0918	30.4060
17	21.6639	23.1074	24.5509	25.9946	27.4382	28.8815	30.3252	31.7688	33.2122
18	23.5811	25.1580	26.7347	28.3113	29.8881	31.4646	33.0413	34.6180	36.1947
19	25.7687	27.5000	29.2314	30.9629	32.6943	34.4256	36.1570	37.8883	39.6197
20	28.1016	29.9672	31.8328	33.6984	35.5640	37.4296	39.2952	41.1608	43.0265
21	30.5649	32.6030	34.6412	36.6793	38.7174	40.7555	42.7936		
22	33.3028	35.5074	37.7121	39.9168	42.1213	44.3259			
23	36.4566	38.8457	41.2347	43.6238	46.0127				

**01/01/2001 SALARY SCHEDULE  
ORANGE COUNTY EMPLOYEES  
(HIRED BEFORE 8/22/87)  
SCHEDULE C-2**

GRADE	52 Weeks					/104 Week			
	1	2	3	4	5	6	7	8	9
1	9.3823	9.8746	10.3668	10.8591	11.3513	11.8435	12.3357	12.8277	13.3200
2	9.6527	10.1623	10.6718	11.1814	11.6909	12.2007	12.7100	13.2198	13.7293
3	9.9401	10.4661	10.9919	11.5178	12.0435	12.5693	13.0953	13.6211	14.1470
4	10.3696	10.9421	11.5144	12.0869	12.6590	13.2314	13.8039	14.3761	14.9486
5	10.8047	11.4135	12.0223	12.6311	13.2398	13.8487	14.4575	15.0663	15.6752
6	11.2128	11.8513	12.4898	13.1282	13.7668	14.4054	15.0438	15.6824	16.3210
7	11.7947	12.4707	13.1469	13.8230	14.4991	15.1752	15.8512	16.5272	17.2033
8	12.3637	13.0884	13.8134	14.5382	15.2631	15.9879	16.7128	17.4376	18.1626
9	13.0689	13.8375	14.6061	15.3746	16.1433	16.9119	17.6803	18.4489	19.2175
10	13.7859	14.6043	15.4230	16.2413	17.0598	17.8784	18.6968	19.5152	20.3337
11	14.6432	15.5417	16.4403	17.3390	18.2377	19.1363	20.0350	20.9334	21.8321
12	15.4841	16.4387	17.3935	18.3480	19.3028	20.2574	21.2121	22.1670	23.1216

**01/01/2001 SALARY SCHEDULE  
ORANGE COUNTY EMPLOYEES  
(HIRED BEFORE 8/22/87)  
SCHEDULE C-2**

GRADE	52 Weeks					/104 Week			
	1	2	3	4	5	6	7	8	9
13	16.6355	17.6764	18.7175	19.7586	20.7996	21.8405	22.8816	23.9226	24.9637
14	17.9204	19.0539	20.1873	21.3209	22.4544	23.5879	24.7214	25.8549	26.9886
15	19.3431	20.5815	21.8197	23.0581	24.2966	25.5348	26.7734	28.0117	29.2500
16	20.9037	22.2707	23.6373	25.0040	26.3708	27.7375	29.1043	30.4710	31.8377
17	22.7460	24.2472	25.7484	27.2499	28.7512	30.2523	31.7537	33.2551	34.7562
18	24.7398	26.3798	28.0196	29.6593	31.2991	32.9387	34.5785	36.2182	37.8580
19	27.0149	28.8155	30.6162	32.4169	34.2176	36.0181	37.8188	39.6193	41.4200
20	29.4412	31.3814	33.3216	35.2618	37.2021	39.1423	41.0825	43.0227	44.9631
21	32.0030	34.1226	36.2423	38.3620	40.4816	42.6012	44.7208		
22	34.8504	37.1432	39.4361	41.7290	44.0217	46.3144			
23	38.1304	40.6150	43.0996	45.5843	48.0687				

**01/01/2002 SALARY SCHEDULE  
ORANGE COUNTY EMPLOYEES  
(HIRED BEFORE 8/22/87)  
SCHEDULE C-3**

GRADE	52 Weeks				/104 Week					
	1	2	3	4	5	6	7	8	9	
96	1	9.7576	10.2696	10.7815	11.2935	11.8054	12.3172	12.8291	13.3408	13.8528
	2	10.0388	10.5688	11.0987	11.6287	12.1585	12.6887	13.2184	13.7486	14.2785
	3	10.3377	10.8847	11.4316	11.9785	12.5252	13.0721	13.6191	14.1659	14.7129
	4	10.7844	11.3798	11.9750	12.5704	13.1654	13.7607	14.3561	14.9511	15.5465
	5	11.2369	11.8700	12.5032	13.1363	13.7694	14.4026	15.0358	15.6690	16.3022
	6	11.6613	12.3254	12.9894	13.6533	14.3175	14.9816	15.6456	16.3097	16.9738
	7	12.2665	12.9695	13.6728	14.3759	15.0791	15.7822	16.4852	17.1883	17.8914
	8	12.8582	13.6119	14.3659	15.1197	15.8736	16.6274	17.3813	18.1351	18.8891
	9	13.5917	14.3910	15.1903	15.9896	16.7890	17.5884	18.3875	19.1869	19.9862
	10	14.3373	15.1885	16.0399	16.8910	17.7422	18.5935	19.4447	20.2958	21.1470
	11	15.2289	16.1634	17.0979	18.0326	18.9672	19.9018	20.8364	21.7707	22.7054
	12	16.1035	17.0962	18.0892	19.0819	20.0749	21.0677	22.0606	23.0537	24.0465

**01/01/2002 SALARY SCHEDULE  
ORANGE COUNTY EMPLOYEES  
(HIRED BEFORE 8/22/87)  
SCHEDULE C-3**

GRADE	52 Weeks				/104 Week					
	1	2	3	4	5	6	7	8	9	
66	13	17.3009	18.3835	19.4662	20.5489	21.6316	22.7141	23.7969	24.8795	25.9622
	14	18.6372	19.8161	20.9948	22.1737	23.3526	24.5314	25.7103	26.8891	28.0681
	15	20.1168	21.4048	22.6925	23.9804	25.2685	26.5562	27.8443	29.1322	30.4200
	16	21.7398	23.1615	24.5828	26.0042	27.4256	28.8470	30.2685	31.6898	33.1112
	17	23.6558	25.2171	26.7783	28.3399	29.9012	31.4624	33.0238	34.5853	36.1464
	18	25.7294	27.4350	29.1404	30.8457	32.5511	34.2562	35.9616	37.6669	39.3723
	19	28.0955	29.9681	31.8408	33.7136	35.5863	37.4588	39.3316	41.2041	43.0768
	20	30.6188	32.6367	34.6545	36.6723	38.6902	40.7080	42.7258	44.7436	46.7616
	21	33.2831	35.4875	37.6920	39.8965	42.1009	44.3052	46.5096		
	22	36.2444	38.6289	41.0135	43.3982	45.7826	48.1670			
23	39.6556	42.2396	44.8236	47.4077	49.9914					

**01/01/2000 SALARY SCHEDULE  
ORANGE COUNTY EMPLOYEES  
(HIRED AFTER 8/21/87)  
SCHEDULE D-1**

GRADE	52 Weeks						---LONGEVITY---	
	1	2	3	4	5	6	10 YEAR	15 YEARS
1	8.8142	9.2876	9.7609	10.2342	10.7075	11.1808	11.5850	11.9893
2	9.0742	9.5642	10.0541	10.5441	11.0340	11.5242	11.9283	12.3326
3	9.3506	9.8563	10.3619	10.8676	11.3731	11.8787	12.2830	12.6873
4	9.7636	10.3140	10.8643	11.4148	11.9649	12.5153	12.9196	13.3239
5	10.1819	10.7673	11.3527	11.9381	12.5234	13.1088	13.5131	13.9175
6	10.5743	11.1883	11.8022	12.4161	13.0301	13.6441	14.0485	14.4527
7	11.1338	11.7838	12.4340	13.0841	13.7342	14.3843	14.7885	15.1928
8	11.6810	12.3778	13.0749	13.7718	14.4688	15.1658	15.5701	15.9744
9	12.3590	13.0981	13.8371	14.5761	15.3152	16.0542	16.4585	16.8627
10	13.0485	13.8354	14.6226	15.4094	16.1964	16.9836	17.3878	17.7920
11	13.8728	14.7367	15.6008	16.4649	17.3290	18.1931	18.5974	19.0016
12	14.6813	15.5992	16.5173	17.4351	18.3532	19.2711	19.6754	20.0796

**01/01/2000 SALARY SCHEDULE  
ORANGE COUNTY EMPLOYEES  
(HIRED AFTER 8/21/87)  
SCHEDULE D-1**

GRADE	52 Weeks						---LONGEVITY---	
	1	2	3	4	5	6	10 YEAR	15 YEARS
13	15.7885	16.7893	17.7904	18.7914	19.7924	20.7933	21.1976	21.6020
14	17.0239	18.1138	19.2037	20.2937	21.3836	22.4735	22.8777	23.2821
15	18.3919	19.5827	20.7733	21.9640	23.1549	24.3455	24.7499	25.1541
16	19.8925	21.2069	22.5210	23.8351	25.1493	26.4635	26.8677	27.2719
17	21.6639	23.1074	24.5509	25.9946	27.4382	28.8815	29.2858	29.6902
18	23.5811	25.1580	26.7347	28.3113	29.8881	31.4646	31.8689	32.2731
19	25.7687	27.5000	29.2314	30.9629	32.6943	34.4256	34.8299	35.2341
20	28.1016	29.9672	31.8328	33.6984	35.5640	37.4296	37.8339	38.2381
21	30.5649	32.6030	34.6412	36.6793	38.7174	40.7555	41.1597	41.5640
22	33.3028	35.5074	37.7121	39.9168	42.1213	44.3259	44.7303	45.1345
23	36.4566	38.8457	41.2347	43.6238	46.0127		46.4170	46.8212

**01/01/2001 SALARY SCHEDULE  
ORANGE COUNTY EMPLOYEES  
(HIRED AFTER 8/21/87)  
SCHEDULE D-2**

GRADE	52 Weeks						/104 Week		---LONGEVITY---	
	1	2	3	4	5	6			10 YEAR	15 YEARS
1	9.3823	9.8746	10.3668	10.8591	11.3513	11.8435			12.2639	12.6844
2	9.6527	10.1623	10.6718	11.1814	11.6909	12.2007			12.6209	13.0414
3	9.9401	10.4661	10.9919	11.5178	12.0435	12.5693			12.9898	13.4103
4	10.3696	10.9421	11.5144	12.0869	12.6590	13.2314			13.6519	14.0724
5	10.8047	11.4135	12.0223	12.6311	13.2398	13.8487			14.2691	14.6897
6	11.2128	11.8513	12.4898	13.1282	13.7668	14.4054			14.8259	15.2463
7	11.7947	12.4707	13.1469	13.8230	14.4991	15.1752			15.5955	16.0160
8	12.3637	13.0884	13.8134	14.5382	15.2631	15.9879			16.4084	16.8289
9	13.0689	13.8375	14.6061	15.3746	16.1433	16.9119			17.3323	17.7527
10	13.7859	14.6043	15.4230	16.2413	17.0598	17.8784			18.2988	18.7192
11	14.6432	15.5417	16.4403	17.3390	18.2377	19.1363			19.5568	19.9772
12	15.4841	16.4387	17.3935	18.3480	19.3028	20.2574			20.6779	21.0983

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**01/01/2001 SALARY SCHEDULE  
ORANGE COUNTY EMPLOYEES  
(HIRED AFTER 8/21/87)  
SCHEDULE D-2**

GRADE	52 Weeks						/104 Week		---LONGEVITY---	
	1	2	3	4	5	6			10 YEAR	15 YEARS
13	16.6355	17.6764	18.7175	19.7586	20.7996	21.8405			22.2610	22.6816
14	17.9204	19.0539	20.1873	21.3209	22.4544	23.5879			24.0083	24.4289
15	19.3431	20.5815	21.8197	23.0581	24.2966	25.5348			25.9554	26.3758
16	20.9037	22.2707	23.6373	25.0040	26.3708	27.7375			28.1579	28.5783
17	22.7460	24.2472	25.7484	27.2499	28.7512	30.2523			30.6727	31.0933
18	24.7398	26.3798	28.0196	29.6593	31.2991	32.9387			33.3592	33.7795
19	27.0149	28.8155	30.6162	32.4169	34.2176	36.0181			36.4386	36.8590
20	29.4412	31.3814	33.3216	35.2618	37.2021	39.1423			39.5628	39.9831
21	32.0030	34.1226	36.2423	38.3620	40.4816	42.6012			43.0216	43.4421
22	34.8504	37.1432	39.4361	41.7290	44.0217	46.3144			46.7350	47.1554
23	38.1304	40.6150	43.0996	45.5843	48.0687				48.4892	48.9095

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**01/01/2002 SALARY SCHEDULE  
ORANGE COUNTY EMPLOYEES  
(HIRED AFTER 8/21/87)  
SCHEDULE D-3**

GRADE	52 Weeks						/104 Week		---LONGEVITY---	
	1	2	3	4	5	6		10 YEAR	15 YEARS	
104	1	9.7576	10.2696	10.7815	11.2935	11.8054	12.3172		12.7545	13.1918
	2	10.0388	10.5688	11.0987	11.6287	12.1585	12.6887		13.1257	13.5631
	3	10.3377	10.8847	11.4316	11.9785	12.5252	13.0721		13.5094	13.9467
	4	10.7844	11.3798	11.9750	12.5704	13.1654	13.7607		14.1980	14.6353
	5	11.2369	11.8700	12.5032	13.1363	13.7694	14.4026		14.8399	15.2773
	6	11.6613	12.3254	12.9894	13.6533	14.3175	14.9816		15.4189	15.8562
	7	12.2665	12.9695	13.6728	14.3759	15.0791	15.7822		16.2193	16.6566
	8	12.8582	13.6119	14.3659	15.1197	15.8736	16.6274		17.0647	17.5021
	9	13.5917	14.3910	15.1903	15.9896	16.7890	17.5884		18.0256	18.4628
	10	14.3373	15.1885	16.0399	16.8910	17.7422	18.5935		19.0308	19.4680
	11	15.2289	16.1634	17.0979	18.0326	18.9672	19.9018		20.3391	20.7763
	12	16.1035	17.0962	18.0892	19.0819	20.0749	21.0677		21.5050	21.9422

**01/01/2002 SALARY SCHEDULE  
ORANGE COUNTY EMPLOYEES  
(HIRED AFTER 8/21/87)  
SCHEDULE D-3**

GRADE	52 Weeks						/104 Week		---LONGEVITY---	
	1	2	3	4	5	6		10 YEAR	15 YEARS	
105	13	17.3009	18.3835	19.4662	20.5489	21.6316	22.7141		23.1514	23.5889
	14	18.6372	19.8161	20.9948	22.1737	23.3526	24.5314		24.9686	25.4061
	15	20.1168	21.4048	22.6925	23.9804	25.2685	26.5562		26.9936	27.4308
	16	21.7398	23.1615	24.5828	26.0042	27.4256	28.8470		29.2842	29.7214
	17	23.6558	25.2171	26.7783	28.3399	29.9012	31.4624		31.8996	32.3370
	18	25.7294	27.4350	29.1404	30.8457	32.5511	34.2562		34.6936	35.1307
	19	28.0955	29.9681	31.8408	33.7136	35.5863	37.4588		37.8961	38.3334
	20	30.6188	32.6367	34.6545	36.6723	38.6902	40.7080		41.1453	41.5824
	21	33.2831	35.4875	37.6920	39.8965	42.1009	44.3052		44.7425	45.1798
	22	36.2444	38.6289	41.0135	43.3982	45.7826	48.1670		48.6044	49.0416
	23	39.6556	42.2396	44.8236	47.4077	49.9914			50.4288	50.8659

**01/01/2000 SALARY SCHEDULE**  
**ORANGE COUNTY EMPLOYEES AT THE DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES**  
**(HIRED BEFORE 8/22/87)**  
**SCHEDULE E-1**

GRADE	52 Weeks				/104 Week				
	1	2	3	4	5	6	7	8	9
1	9.6396	10.1564	10.6734	11.1903	11.7074	12.2242	12.7412	13.2582	13.7751
2	9.9263	10.4621	10.9979	11.5338	12.0696	12.6054	13.1413	13.6771	14.2128
3	10.2277	10.7802	11.3328	11.8853	12.4378	12.9903	13.5429	14.0953	14.6477
4	10.6800	11.2805	11.8809	12.4815	13.0819	13.6823	14.2828	14.8834	15.4839
5	11.1364	11.7763	12.4161	13.0560	13.6959	14.3357	14.9756	15.6153	16.2553
6	11.5661	12.2372	12.9084	13.5794	14.2505	14.9217	15.5927	16.2638	16.9350
7	12.1785	12.8883	13.5983	14.3081	15.0181	15.7280	16.4379	17.1479	17.8578
8	12.7757	13.5384	14.3011	15.0640	15.8267	16.5895	17.3521	18.1147	18.8776
9	13.5191	14.3282	15.1372	15.9463	16.7554	17.5645	18.3736	19.1826	19.9919
10	14.2716	15.1330	15.9943	16.8557	17.7170	18.5785	19.4398	20.3013	21.1626
11	15.1733	16.1177	17.0622	18.0067	18.9509	19.8953	20.8397	21.7841	22.7285
12	16.0569	17.0616	18.0664	19.0711	20.0759	21.0807	22.0854	23.0901	24.0949

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**01/01/2000 SALARY SCHEDULE**  
**ORANGE COUNTY EMPLOYEES AT THE DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES**  
**(HIRED BEFORE 8/22/87)**  
**SCHEDULE E-1**

GRADE	52 Weeks				/104 Week				
	1	2	3	4	5	6	7	8	9
13	17.2681	18.3635	19.4588	20.5541	21.6495	22.7446	23.8399	24.9353	26.0307
14	18.6189	19.8117	21.0048	22.1975	23.3905	24.5834	25.7763	26.9691	28.1621
15	20.1169	21.4192	22.7214	24.0237	25.3262	26.6285	27.9307	29.2332	30.5354
16	21.7583	23.1963	24.6345	26.0727	27.5108	28.9490	30.3873	31.8251	33.2633
17	23.6949	25.2727	26.8506	28.4282	30.0061	31.5838	33.1615	34.7393	36.3171
18	25.7918	27.5178	29.2440	30.9699	32.6958	34.4218	36.1479	37.8738	39.5998
19	28.1856	30.0788	31.9719	33.8650	35.7581	37.6512	39.5443	41.4374	43.3306
20	30.7364	32.7788	34.8212	36.8637	38.9060	40.9485	42.9909	45.0332	47.0756
21	33.4311	35.6590	37.8869	40.1146	42.3425	44.5703	46.7982		
22	36.4243	38.8365	41.2487	43.6609	46.0730	48.4853			
23	39.8736	42.4864	45.0991	47.7118	50.3245				

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**01/01/2001 SALARY SCHEDULE**  
**ORANGE COUNTY EMPLOYEES AT THE DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES**  
**(HIRED BEFORE 8/22/87)**  
**SCHEDULE E-2**

GRADE	52 Weeks				/104 Week				
	1	2	3	4	5	6	7	8	9
1	10.2407	10.7782	11.3158	11.8534	12.3912	12.9287	13.4663	14.0040	14.5416
2	10.5389	11.0961	11.6533	12.2107	12.7679	13.3251	13.8825	14.4397	14.9968
3	10.8523	11.4269	12.0016	12.5762	13.1508	13.7254	14.3001	14.8746	15.4491
4	11.3227	11.9472	12.5716	13.1963	13.8207	14.4451	15.0696	15.6942	16.3188
5	11.7974	12.4629	13.1282	13.7937	14.4592	15.1246	15.7901	16.4554	17.1210
6	12.2442	12.9422	13.6402	14.3381	15.0360	15.7341	16.4319	17.1299	17.8279
7	12.8811	13.6193	14.3577	15.0959	15.8343	16.5726	17.3109	18.0493	18.7876
8	13.5022	14.2954	15.0886	15.8821	16.6753	17.4686	18.2617	19.0548	19.8482
9	14.2754	15.1168	15.9582	16.7997	17.6411	18.4826	19.3240	20.1654	21.0071
10	15.0580	15.9538	16.8496	17.7454	18.6412	19.5371	20.4329	21.3289	22.2246
11	15.9957	16.9779	17.9602	18.9425	19.9244	20.9066	21.8888	22.8710	23.8531
12	16.9147	17.9596	19.0046	20.0494	21.0944	22.1394	23.1843	24.2292	25.2742

**01/01/2001 SALARY SCHEDULE**  
**ORANGE COUNTY EMPLOYEES AT THE DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES**  
**(HIRED BEFORE 8/22/87)**  
**SCHEDULE E-2**

GRADE	52 Weeks				/104 Week				
	1	2	3	4	5	6	7	8	9
13	18.1743	19.3135	20.4527	21.5918	22.7310	23.8699	25.0090	26.1482	27.2874
14	19.5792	20.8197	22.0605	23.3009	24.5416	25.7822	27.0229	28.2634	29.5041
15	21.1371	22.4915	23.8458	25.2001	26.5547	27.9091	29.2634	30.6180	31.9723
16	22.8441	24.3397	25.8354	27.3311	28.8267	30.3225	31.8183	33.3136	34.8093
17	24.8582	26.4991	28.1401	29.7808	31.4218	33.0627	34.7035	36.3444	37.9853
18	27.0390	28.8340	30.6293	32.4242	34.2191	36.0142	37.8093	39.6043	41.3993
19	29.5285	31.4975	33.4663	35.4351	37.4039	39.3727	41.3416	43.3104	45.2793
20	32.1814	34.3055	36.4295	38.5537	40.6777	42.8019	44.9260	47.0500	49.1741
21	34.9838	37.3009	39.6179	41.9347	44.2517	46.5686	48.8856		
22	38.0968	40.6055	43.1141	45.6228	48.1314	50.6402			
23	41.6840	44.4014	47.1186	49.8358	52.5530				

**01/01/2002 SALARY SCHEDULE**  
**ORANGE COUNTY EMPLOYEES AT THE DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES**  
**(HIRED BEFORE 8/22/87)**  
**SCHEDULE E-3**

GRADE	52 Weeks			/104 Week					
	1	2	3	4	5	6	7	8	9
1	10.6503	11.2093	11.7684	12.3275	12.8868	13.4458	14.0050	14.5642	15.1233
2	10.9605	11.5399	12.1194	12.6991	13.2786	13.8581	14.4378	15.0173	15.5967
3	11.2864	11.8840	12.4817	13.0792	13.6768	14.2744	14.8721	15.4696	16.0671
4	11.7756	12.4251	13.0745	13.7242	14.3735	15.0229	15.6724	16.3220	16.9716
5	12.2693	12.9614	13.6533	14.3454	15.0376	15.7296	16.4217	17.1136	17.8058
6	12.7340	13.4599	14.1858	14.9116	15.6374	16.3635	17.0892	17.8151	18.5410
7	13.3963	14.1641	14.9320	15.6997	16.4677	17.2355	18.0033	18.7713	19.5391
8	14.0423	14.8672	15.6921	16.5174	17.3423	18.1673	18.9922	19.8170	20.6421
9	14.8464	15.7215	16.5965	17.4717	18.3467	19.2219	20.0970	20.9720	21.8474
10	15.6603	16.5920	17.5236	18.4552	19.3868	20.3186	21.2502	22.1821	23.1136
11	16.6355	17.6570	18.6786	19.7002	20.7214	21.7429	22.7644	23.7858	24.8072
12	17.5913	18.6780	19.7648	20.8514	21.9382	23.0250	24.1117	25.1984	26.2852

**01/01/2002 SALARY SCHEDULE**  
**ORANGE COUNTY EMPLOYEES AT THE DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES**  
**(HIRED BEFORE 8/22/87)**  
**SCHEDULE E-3**

GRADE	52 Weeks			/104 Week					
	1	2	3	4	5	6	7	8	9
13	18.9013	20.0860	21.2708	22.4555	23.6402	24.8247	26.0094	27.1941	28.3789
14	20.3624	21.6525	22.9429	24.2329	25.5233	26.8135	28.1038	29.3939	30.6843
15	21.9826	23.3912	24.7996	26.2081	27.6169	29.0255	30.4339	31.8427	33.2512
16	23.7579	25.3133	26.8688	28.4243	29.9798	31.5354	33.0910	34.6461	36.2017
17	25.8525	27.5591	29.2657	30.9720	32.6787	34.3852	36.0916	37.7982	39.5047
18	28.1206	29.9874	31.8545	33.7212	35.5879	37.4548	39.3217	41.1885	43.0553
19	30.7096	32.7574	34.8050	36.8525	38.9001	40.9476	42.9953	45.0428	47.0905
20	33.4687	35.6777	37.8867	40.0958	42.3048	44.5140	46.7230	48.9320	51.1411
21	36.3832	38.7929	41.2026	43.6121	46.0218	48.4313	50.8410		
22	39.6207	42.2297	44.8387	47.4477	50.0567	52.6658			
23	43.3514	46.1775	49.0033	51.8292	54.6551				

**01/01/2000 SALARY SCHEDULE**  
**ORANGE COUNTY EMPLOYEES AT THE DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES**  
**(HIRED AFTER 8/21/87)**  
**SCHEDULE F-1**

GRADE	52 Weeks						---LONGEVITY---	
	1	2	3	4	5	6	10 YEAR	15 YEARS
1	9.6396	10.1564	10.6734	11.1903	11.7074	12.2242	12.6285	13.0328
2	9.9263	10.4621	10.9979	11.5338	12.0696	12.6054	13.0097	13.4139
3	10.2277	10.7802	11.3328	11.8853	12.4378	12.9903	13.3945	13.7988
4	10.6800	11.2805	11.8809	12.4815	13.0819	13.6823	14.0866	14.4910
5	11.1364	11.7763	12.4161	13.0560	13.6959	14.3357	14.7400	15.1444
6	11.5661	12.2372	12.9084	13.5794	14.2505	14.9217	15.3260	15.7303
7	12.1785	12.8883	13.5983	14.3081	15.0181	15.7280	16.1323	16.5365
8	12.7757	13.5384	14.3011	15.0640	15.8267	16.5895	16.9938	17.3979
9	13.5191	14.3282	15.1372	15.9463	16.7554	17.5645	17.9688	18.3729
10	14.2716	15.1330	15.9943	16.8557	17.7170	18.5785	18.9828	19.3871
11	15.1733	16.1177	17.0622	18.0067	18.9509	19.8953	20.2995	20.7039
12	16.0569	17.0616	18.0664	19.0711	20.0759	21.0807	21.4851	21.8893

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**01/01/2000 SALARY SCHEDULE**  
**ORANGE COUNTY EMPLOYEES AT THE DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES**  
**(HIRED AFTER 8/21/87)**  
**SCHEDULE F-1**

GRADE	52 Weeks						---LONGEVITY---	
	1	2	3	4	5	6	10 YEAR	15 YEARS
13	17.2681	18.3635	19.4588	20.5541	21.6495	22.7446	23.1488	23.5531
14	18.6189	19.8117	21.0048	22.1975	23.3905	24.5834	24.9875	25.3918
15	20.1169	21.4192	22.7214	24.0237	25.3262	26.6285	27.0327	27.4370
16	21.7583	23.1963	24.6345	26.0727	27.5108	28.9490	29.3532	29.7576
17	23.6949	25.2727	26.8506	28.4282	30.0061	31.5838	31.9881	32.3924
18	25.7918	27.5178	29.2440	30.9699	32.6958	34.4218	34.8261	35.2303
19	28.1856	30.0788	31.9719	33.8650	35.7581	37.6512	38.0555	38.4598
20	30.7364	32.7788	34.8212	36.8637	38.9060	40.9485	41.3527	41.7570
21	33.4311	35.6590	37.8869	40.1146	42.3425	44.5703	44.9745	45.3788
22	36.4243	38.8365	41.2487	43.6609	46.0730	48.4853	48.8895	49.2937
23	39.8736	42.4864	45.0991	47.7118	50.3245		50.7287	51.1329

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**01/01/2001 SALARY SCHEDULE**  
**ORANGE COUNTY EMPLOYEES AT THE DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES**  
**(HIRED AFTER 8/21/87)**  
**SCHEDULE F-2**

GRADE	52 Weeks						---LONGEVITY---	
	1	2	3	4	5	6	10 YEAR	15 YEARS
1	10.2407	10.7782	11.3158	11.8534	12.3912	12.9287	13.3491	13.7696
2	10.5389	11.0961	11.6533	12.2107	12.7679	13.3251	13.7456	14.1660
3	10.8523	11.4269	12.0016	12.5762	13.1508	13.7254	14.1458	14.5663
4	11.3227	11.9472	12.5716	13.1963	13.8207	14.4451	14.8656	15.2861
5	11.7974	12.4629	13.1282	13.7937	14.4592	15.1246	15.5451	15.9657
6	12.2442	12.9422	13.6402	14.3381	15.0360	15.7341	16.1545	16.5750
7	12.8811	13.6193	14.3577	15.0959	15.8343	16.5726	16.9931	17.4135
8	13.5022	14.2954	15.0886	15.8821	16.6753	17.4686	17.8891	18.3093
9	14.2754	15.1168	15.9582	16.7997	17.6411	18.4826	18.9031	19.3233
10	15.0580	15.9538	16.8496	17.7454	18.6412	19.5371	19.9576	20.3781
11	15.9957	16.9779	17.9602	18.9425	19.9244	20.9066	21.3270	21.7476
12	16.9147	17.9596	19.0046	20.0494	21.0944	22.1394	22.5600	22.9804

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**01/01/2001 SALARY SCHEDULE**  
**ORANGE COUNTY EMPLOYEES AT THE DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES**  
**(HIRED AFTER 8/21/87)**  
**SCHEDULE F-2**

GRADE	52 Weeks						---LONGEVITY---	
	1	2	3	4	5	6	10 YEAR	15 YEARS
13	18.1743	19.3135	20.4527	21.5918	22.7310	23.8699	24.2903	24.7107
14	19.5792	20.8197	22.0605	23.3009	24.5416	25.7822	26.2025	26.6230
15	21.1371	22.4915	23.8458	25.2001	26.5547	27.9091	28.3295	28.7500
16	22.8441	24.3397	25.8354	27.3311	28.8267	30.3225	30.7428	31.1634
17	24.8582	26.4991	28.1401	29.7808	31.4218	33.0627	33.4831	33.9036
18	27.0390	28.8340	30.6293	32.4242	34.2191	36.0142	36.4346	36.8550
19	29.5285	31.4975	33.4663	35.4351	37.4039	39.3727	39.7932	40.2137
20	32.1814	34.3055	36.4295	38.5537	40.6777	42.8019	43.2223	43.6428
21	34.9838	37.3009	39.6179	41.9347	44.2517	46.5686	46.9890	47.4095
22	38.0968	40.6055	43.1141	45.6228	48.1314	50.6402	51.0606	51.4809
23	41.6840	44.4014	47.1186	49.8358	52.5530		52.9733	53.3937

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**01/01/2002 SALARY SCHEDULE**  
**ORANGE COUNTY EMPLOYEES AT THE DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES**  
**(HIRED AFTER 8/21/87)**  
**SCHEDULE F-3**

GRADE	52 Weeks						/104 Week		---LONGEVITY---	
	1	2	3	4	5	6			10 YEAR	15 YEARS
1	10.6503	11.2093	11.7684	12.3275	12.8868	13.4458			13.8831	14.3204
2	10.9605	11.5399	12.1194	12.6991	13.2786	13.8581			14.2954	14.7326
3	11.2864	11.8840	12.4817	13.0792	13.6768	14.2744			14.7116	15.1490
4	11.7756	12.4251	13.0745	13.7242	14.3735	15.0229			15.4602	15.8975
5	12.2693	12.9614	13.6533	14.3454	15.0376	15.7296			16.1669	16.6043
6	12.7340	13.4599	14.1858	14.9116	15.6374	16.3635			16.8007	17.2380
7	13.3963	14.1641	14.9320	15.6997	16.4677	17.2355			17.6728	18.1100
8	14.0423	14.8672	15.6921	16.5174	17.3423	18.1673			18.6047	19.0417
9	14.8464	15.7215	16.5965	17.4717	18.3467	19.2219			19.6592	20.0962
10	15.6603	16.5920	17.5236	18.4552	19.3868	20.3186			20.7559	21.1932
11	16.6355	17.6570	18.6786	19.7002	20.7214	21.7429			22.1801	22.6175
12	17.5913	18.6780	19.7648	20.8514	21.9382	23.0250			23.4624	23.8996

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**01/01/2002 SALARY SCHEDULE**  
**ORANGE COUNTY EMPLOYEES AT THE DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES**  
**(HIRED AFTER 8/21/87)**  
**SCHEDULE F-3**

GRADE	52 Weeks						/104 Week		---LONGEVITY---	
	1	2	3	4	5	6			10 YEAR	15 YEARS
13	18.9013	20.0860	21.2708	22.4555	23.6402	24.8247			25.2619	25.6991
14	20.3624	21.6525	22.9429	24.2329	25.5233	26.8135			27.2506	27.6879
15	21.9826	23.3912	24.7996	26.2081	27.6169	29.0255			29.4627	29.9000
16	23.7579	25.3133	26.8688	28.4243	29.9798	31.5354			31.9725	32.4099
17	25.8525	27.5591	29.2657	30.9720	32.6787	34.3852			34.8224	35.2597
18	28.1206	29.9874	31.8545	33.7212	35.5879	37.4548			37.8920	38.3292
19	30.7096	32.7574	34.8050	36.8525	38.9001	40.9476			41.3849	41.8222
20	33.4687	35.6777	37.8867	40.0958	42.3048	44.5140			44.9512	45.3885
21	36.3832	38.7929	41.2026	43.6121	46.0218	48.4313			48.8686	49.3059
22	39.6207	42.2297	44.8387	47.4477	50.0567	52.6658			53.1030	53.5401
23	43.3514	46.1775	49.0033	51.8292	54.6551				55.0922	55.5294

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**SCHEDULE "G"**  
**ORANGE COUNTY COMMUNITY COLLEGE**  
**Academic Calendar 2001**  
**Spring Semester 2001**

- |  |  |
|--|--|
| January 2, Tuesday                     | - College Administrative Offices Re-open <sup>1</sup>                                    |
| January 2, Tuesday-<br>January 10, Wed | - Registration continues - all students<br>Middletown & Newburgh                         |
| January, 2 Tuesday<br>6:30pm-8:00pm    | - Evening Registration-Port Jervis   |
| January 4, 5<br>Thurs, Fri             | - College Appeals Board<br>Developmental Review Board                                    |
| January 10, Wed                        | - Faculty Workshop   |
| January 11, Thurs<br>9:00am-8:00pm     | - Late Registration-Spring 2001<br>Middletown Only                                       |
| January 15, Monday                     | - Martin Luther King Jr. Day-College<br>Closed   |
| January 16, Tues                       | - Spring 2001 Day & Evening Credit<br>Classes Begin                                      |
| January 17-29<br>Tuesday-Monday        | - Late Registration and Drop/Add<br>Middletown & Newburgh                                |
| February 15, Thurs                     | - Last Day for Student to Withdraw from<br>First-Half Semester Course with Grade<br>of W |
| February 27, Tuesday                   | - Last Day To Apply For June Graduation/<br>Records & Registration                       |
| March 8, Thursday                      | - Second-Half Semester Courses Begin   |
| March 12, Monday                       | - Mid-Semester Progress Reports Due/<br>Records & Registration/Middletown Only           |
| March 19, Monday -<br>March 25, Sunday | - Spring Recess--No Classes<br>- Administration Offices Open 3/19-3/23                   |

<sup>1</sup>Subject to Civil Service holiday vote

**Spring Semester 2001**

- |   |   |
|---|---|
| April 3, Tuesday                          | - Last Day For Student To Withdraw From<br>Semester-Long Course With Grade of W     |
| April 23, Monday -<br>May 4, Friday       | - Early Registration For Fall 2001<br>(Currently Enrolled)<br>Middletown & Newburgh |
| May 7, Monday                             | - Last Class Meeting of Spring 2001   |
| May 8,9,10,11<br>Tues,Wed,Thurs,Fri       | - Final Exam Period - Day Classes   |
| May 8,9,10,11,12<br>Tues,Wed,Thurs,FriSat | - Final Exam Period - Evening & Saturday<br>Classes                                 |
| May 12, Saturday<br>9:00am-Noon           | - Records & Registration Open For Grades<br>Middletown Only                         |
| May 17, Thurs                             | - Grades Distributed To Students  |

**Summer 2001**

- |                                      |  |
|--------------------------------------|--|
| May 28, Monday                       | - Memorial Day Holiday--College Closed                         |
| May 29, Tuesday -<br>July 5, Thurs   | - Summer Session 1 2001  |
| July 4, Wednesday                    | - Independence Day Holiday Observed--<br>College Closed        |
| July 5, Thursday<br>9:00am-8:00pm    | - Registration Summer Session 11 2001<br>Middletown & Newburgh |
| July 9, Monday -<br>August 16, Thurs | - Summer Session 11 2001                                       |

## **SCHEDULE "H"**

### **RETIREMENT SYSTEM PLANS**

#### **TIER I (Section 75-i)**

All those who joined the System prior to July 1, 1973.

You are eligible for retirement at age 55.

You are not required to contribute.

With ten years of service credit you are automatically vested, which means that your rights are guaranteed, even though you may terminate your employment after that.

**Retirement Allowance** - the "guaranteed" service retirement allowance, if you retire with 20 or more years of total service, is 1/50th of final average salary for each year of service. If you retire with fewer than 20 years of total service, the service retirement allowance is 1/60th of the final average salary for each year of service. Retirement allowances are paid on a monthly basis.

#### **DEATH BENEFITS WHILE IN SERVICE**

**Ordinary Death Benefit** - a one year service requirement must be met before you are eligible for an Ordinary Death Benefit. The death benefit is 1/12th of your last year's earnings multiplied by the number of years of credited service up to 36 years. The maximum amount payable is three times your last year's salary.

#### **TIER II (Section 75-i)**

All those who joined the System on or after July 1, 1973 but before July 27, 1976.

You are eligible for retirement with full benefits at age 62. For most members there is the additional requirement of at least 5 years of member service after July 1, 1973. Retirement with reduced benefits is possible between the ages of 55 and 62.

You are not required to contribute.

With ten years of service credit you are automatically vested.

**Retirement Allowance** - The service retirement allowance for members who retire with 20 or more years of service is 1/50th of final average salary for each year of service. If you retire with fewer

than 20 years of total service, the service retirement allowance is 1/60th of the final average salary for each year of service.

**Death Benefit** - If you die in service the Ordinary Death Benefit you selected when you first became a member will be paid to your beneficiary or beneficiaries.

#### **TIER III**

All those who joined the system on or after July 27, 1976, but before September 1, 1983.

A Tier 3 member must render at least 10 years of creditable service after July 1, 1973 and attain age 62 in order to be eligible for a service retirement benefit. There is an early service retirement benefit not payable before age 55, with greatly reduced benefits. At present, you are required to contribute 3% of your gross salary.

With ten years of service credit you are vested.

Tier III members have a choice of Article 14 or Article 15:

**Retirement Allowance** (Article 14) - the service retirement benefit if you retire with 20 or more years of service is a pension of 1/50th of your final average salary times your years of credited service (up to 30 years) less 50% of the Social Security Retirement Benefit, only effective upon attainment of age 62. Retirement at age 62, no Social Security offset and no reduction for early retirement.

**Retirement Allowance** (Article 15) - If you retire with 25 years or more of service, your retirement benefit will equal 2% of your final average salary multiplied by your years of credited service. For each year of service beyond 30 years, there is an additional pension of 1.5% of your final average salary. If you retire with fewer than 25 years of service, your service retirement benefit will equal 1.66% of your final average salary multiplied by total years of credited service. There is no social security offset.

**Death Benefit** - an Ordinary Death Benefit is payable on your behalf if you die while in service, if you have completed one or more years of service. If age 52 or younger when you joined and die before attaining age 60, the following benefit is payable to your beneficiary:

Years of credited service up to a maximum of 3 years times the final rate of pay with a maximum of \$50,000,

OR  
If age 53 or older when you joined there are benefit limits applied

AND  
If you die at age 60 or later there are further reductions.

89-b\*  
Upon completion of twenty (20) years service, all eligible deputy sheriffs shall receive a pension/annuity which shall be sufficient to provide him/her with a retirement allowance equal to one-half (1/2) of his/her final average salary upon retirement at age sixty (60). For each year of service in excess of twenty (20) (up to ten (10) such years) an additional retirement allowance equal to 1/60th of his/her final average salary for each year of such service will be provided if an eligible deputy sheriff elects, within one (1) year immediately preceding the completion of twenty (20) years of service, to receive same.

#### TIER IV (Article 15)

Those who joined or rejoined the Retirement System on or after September 1, 1983.

A Tier 4 member must have ten or more years of credited service and be 62 years of age or older in order to be eligible for a service retirement benefit. There is an early service retirement benefit not payable before age 55, with greatly reduced benefits. You are required to contribute 3% of your gross salary.

With ten years of service credit you are vested.

**Retirement Allowance** - If you retire with 25 years or more of service, your retirement benefit will equal 2% of your final average salary multiplied by your years of credited service. For each year of service beyond 30 years, there is an additional pension of 1.5% of your final average salary.

If you retire with fewer than 25 years of service, your service retirement benefit will equal 1.66% of your final average salary multiplied by total years of credited service. There is no social security offset.

**Death Benefit** - One month's salary for each year of credited service to a maximum of 36 years.

\* These benefits may be subject to variation based on Tier Level of employees.

#### SCHEDULE "I"

#### ORANGE COUNTY ALPHABETICAL TITLE AND GRADE/LEVEL LISTING

<u>GRADE LEVEL</u>	<u>TITLE</u>
06	Account Clerk
06	Account Clerk (Part-Time)
14	Accountant
14	Accounting Supervisor
10	Accounting Technician I
11	Accounting Technician II
11	Accounting Technician E/T Program
11	Activities Supervisor
06	Activity Specialist
10	Address Coordinator (E-911)
14	Administrative Analyst
VIII	Administrative Director of Operations and Support Services
14	Administrative Manager
XI	Administrative Officer
18	Administrative Officer - Mental Health
VIII	Administrative Officer - Social Services
14	Admissions Assessor
09	Aging Services Specialist
09	Aging Services Specialist (Part Time)
09	Aging Services Specialist (Spanish/English Speaking), Part-time
09	Airport Maintenance Mechanic
12	Airport Maintenance Supervisor
12	Airport Operations Supervisor
06	Airport Service Attendant
06	Airport Service Attendant (Part-Time)
17	Alcohol Clinic Director
14	Assistant Airport Director
04	Assistant Cook I
06	Assistant Cook II
VI	Assistant Corrections Administrator
VIII	Assistant County Attorney
11	Assistant Director, Child Care Services
VII	Assistant Director of Client Services
14	Assistant Director of Consumer Affairs
16	Assistant Director of Emergency Management
15	Assistant Director, Employment & Training
VIII	Assistant Director of Environmental Health Services
VI	Assistant Director, Office for the Aging
VI	Assistant Director of Nursing



**ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING**

<u>GRADE LEVEL</u>	<u>TITLE</u>
VI	Assistant Director, Real Property Tax Services
I	Assistant Director of Veterans' Service
VIII	Assistant District Attorney IV
VII	Assistant District Attorney III
VI	Assistant District Attorney II
V	Assistant District Attorney I
14	Assistant Engineer
11	Assistant Fire Training Center Manager (Part-time)
11	Assistant Fleet Supervisor
12	Assistant Golf Course Superintendent
10	Assistant Highway Supervisor
06	Assistant Laundry Supervisor
99	Assistant Monitor
13	Assistant Park Maintenance Supervisor
10	Assistant Safety and Loss Control Specialist
12	Assistant Sanitary Landfill Supervisor
13	Assistant to Commissioner of Elections
VI	Assistant to Commissioner of Social Services
VII	Assistant to County Executive
10	Assistant Wastewater Treatment Plant Operator
07	Assistant Weighing Station Operator
09	Associate Account Clerk I
10	Associate Account Clerk II
08	Associate Clerk
VII	Associate Director of Nursing
13	Associate Employment and Training Coordinator
13	Associate Social Welfare Examiner
11	Associate Systems Programmer
05	Audit Clerk
14	Auditor
13	Auditor Trainee
08	Automotive Mechanic
07	Automotive Parts Attendant
14	Automotive Shop Supervisor
11	Benefits Coordinator
10	Benefit Coordinator Trainee
09	Blaster
09	Bookkeeper
16	Budget Analyst
IX	Budget Director
13	Budget Examiner
09	Budget Examiner Assistant
10	Budget Technician
12	Building Construction Supervisor

**ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING**

<u>GRADE LEVEL</u>	<u>TITLE</u>
08	Building Maintenance Mechanic
08	Building Maintenance Mechanic, Part-Time
08	Building Maintenance Mechanic (Sheriff)
07	Building Service Supervisor I
08	Building Service Supervisor II
02	Building Service Worker I
02	Building Service Worker I (Part-Time)
03	Building Service Worker II
04	Building Service Worker III
04	Building Service Worker III (Part-Time)
10	Building Superintendent
99	Campus Security Guard
15	Career Criminal Unit Coordinator
14	Case Manager - Aging
10	Case Manager-Employment and Training Services
16	Case Supervisor
07	Casework Assistant
09	Casework Assistant Coordinator
05	Cashier, Golf Course
99	Chairman of the Legislature
05	Chauffeur
99	Chief Administrative Coroner
X	Chief Assistant County Attorney
XI	Chief Assistant District Attorney
17	Chief Budget Analyst
15	Chief Clerk - County Clerk
17	Chief Criminal Investigator
16	Chief Fiscal Coordinator
06	Chief Registrar (Board of Elections)
16	Chief Sewage Treatment Plant Operator (A)
16	Chief Social Welfare Examiner
X	Chief Trial Assistant District Attorney
02	Child Care Assistant
02	Child Care Assistant (Part-Time)
06	Child Care Group Leader
06	Child Care Group Leader (Part-Time)
10	Claims Coordinator
99	Clerical Office Assistant
03	Clerk I
03	Clerk I (Part-Time)
03	Clerk I (Temporary)
04	Clerk II
04	Clerk II (Part-Time)
04	Clerk II (Temporary)

ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING

<u>GRADE LEVEL</u>	<u>TITLE</u>
05	Clerk Faculty Advising Program
V	Clerk of the Legislature
14	Clinical Instructor
99	<del>Clinical Psychologist</del>
99	College Auxiliary Office Assistant
99	College Auxiliary Worker
VII	Commissioner of Consumer Affairs
99	Commissioner of Elections
IX	Commissioner of Emergency Communications
X	Commissioner of Environmental Facilities and Services
IX	Commissioner of Finance
XII	Commissioner of Health
X	Commissioner of Information Services
XI	Commissioner of Mental Health
IX	Commissioner of Parks, Recreation and Conservation
IX	Commissioner of Personnel
IX	Commissioner of Planning
XII	Commissioner of Public Works
X	Commissioner of Residential Health Care Services
XII	Commissioner of Social Services
13	Community Development Specialist
12	Community Health Outreach Coordinator
08	Community Health Outreach Worker
08	Community Health Outreach Worker, Part-Time
13	Community Relations Coordinator, Mental Health
08	Computer Operator
12	<del>Computer Operator Supervisor</del>
09	Computer Operator I
07	<del>Computer Operator Trainee</del>
11	Confidential Secretary to County Attorney
12	Confidential Secretary to County Executive
11	Confidential Secretary to District Attorney
10	Confidential Secretary to the Sheriff
07	Confidential Secretary to the Undersheriff
14	Contract Compliance Officer
11	Contract Coordinator
14	Contract Monitor
05	Cook I
07	Cook II
15	Coordinator Child Support Enforcement
11	<del>Coordinator of Outreach Services</del>
15	<del>Coordinator of Special Investigations</del>
99	Coroner
09	Correction Officer

ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING

<u>GRADE LEVEL</u>	<u>TITLE</u>
VII	Corrections Administrator
15	Corrections Captain
13	Corrections Lieutenant
11	Corrections Sergeant
XIII	County Attorney
99	County Clerk
99	County Executive
IV	County Fire Coordinator
IV	County Historian
15	County Property Manager
15	County Recycling Manager
16	County Surveyor
VII	County Youth Bureau Director
05	Courier
05	Courier (Part-Time)
12	Crime Victims Counselor
15	Criminal Investigator
06	Data Control Clerk
04	<del>Data Entry Operator I</del>
05	Data Entry Operator II
11	Data Entry Supervisor
VII	Deputy Budget Director
III	Deputy Clerk of the Legislature
X	Deputy Commissioner for Infrastructure Services
II	Deputy Commissioner of Elections
VIII	Deputy Commissioner of Emergency Communications
VIII	Deputy Commissioner of Environmental Facilities and Services
VIII	Deputy Commissioner of Finance
X	Deputy Commissioner of Health
IX	Deputy Commissioner of Mental Health
VIII	Deputy Commissioner of Personnel
VII	Deputy Commissioner of Planning
XI	Deputy Commissioner of Public Works/Division of Engineering
IX	<del>Deputy Commissioner of Public Works/Division of Environmental Facilities</del>
VIII	Deputy Commissioner of Residential Health Care Services
X	Deputy Commissioner of Social Services
VIII	Deputy County Clerk
11	Deputy Director of Motor Vehicle Office
10	Deputy Director of Veterans Services
X	<del>Deputy Health Commissioner (PT)</del>

ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING

<u>GRADE LEVEL</u>	<u>TITLE</u>
09	Deputy Sheriff
99	Deputy Sheriff, Part-Time/per diem
15	Deputy Sheriff and Captain
17	Deputy Sheriff and Chief
13	Deputy Sheriff and Lieutenant
11	Deputy Sheriff and Sergeant
08	<del>Deputy Sheriff and Recruit</del>
13	Deputy Sheriff/Chief Communications Officer
10	Deputy Sheriff/Correction Leader
13	Desktop Analyst
12	Desktop Coordinator
10	Desktop Programmer
12	Desktop Technician
11	Desktop Technician Trainee
10	Dietary Services Supervisor
09	Dietetic Technician
14	Dietician
16	Director of Accounts
13	Director of Activities and Volunteers
VI	Director of Admissions and Human Services
VI	Director of Aviation
45	<del>Director of Bureau of Motor Vehicles</del>
VIII	Director of Chemical Dependency Services
VIII	<del>Director of Chest Clinic</del>
VI	<del>Director of Child Care Services</del>
18	Director of Childrens Services
VIII	Director of Client Services
VI	Director of Clinical Services
VII	Director of Community Development
15	Director of Community Health Outreach
VH	<del>Director of Computer Operations</del>
48	<del>Director of Consultation and Education</del>
18	Director of Developmental Disabilities Program Services
16	Director of Dietary Services
VH	<del>Director, Division of Buildings</del>
VIII	Director of Early Intervention Services
IX	Director of Environmental Health Services
VII	Director of Finance
VI	Director of Fiscal Management
18	Director of Forensic Services
VIII	Director of Human Services
VIII	Director of Income Maintenance
VH	<del>Director of Labor Relations</del>
48	<del>Director of Mental Health Aftercare Services</del>

ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING

<u>GRADE LEVEL</u>	<u>TITLE</u>
VIII	Director of Mental Health Program Services
VIII	Director of Nursing
VH	<del>Director of Office Automated Systems</del>
VII	Director of Office for the Aging
VII	Director of Operations
17	Director of Park Construction and Maintenance
IX	Director of Patient Services
VII	Director of Personnel Management
VI	Director of Professional Services
47	<del>Director of Program Evaluation (Mental Health)</del>
V	Director of Purchases
VIII	Director of Real Property Tax Service Agency
VH	<del>Director of Resource Management</del>
15	Director of Social Services
16	Director of Staff Resources
VH	<del>Director of Systems and Programming</del>
VIII	Director of Systems Integration
VH	<del>Director of Systems Programming</del>
V	Director Office of Veterans Services
99	District Attorney
12	Early Intervention Service Coordinator
VI	Economic Development Zone Director
07	Electrician's Assistant
07	<del>Emergency Management Assistant</del>
13	Emergency Management Program Coordinator
IV	Emergency Medical Services Coordinator (Part-Time)
99	<del>Employee Assistance Program Coordinator (Part-Time)</del>
VI	Employment and Training Director
09	Employment and Training Examiner
09	<del>Employment Program Assistant</del>
12	Employment Service Coordinator
08	Engineering Aide
09	Engineering Equipment Operator I
10	Engineering Equipment Operator II
10	Engineering Technician
14	Executive Assistant
X	Executive Assistant District Attorney
V	Executive Director, Orange County Human Rights Commission
15	Executive Housekeeper
11	Executive Secretary and Administrative Assistant
45	<del>Fair Hearing Supervisor</del>
08	Fee Negotiator
08	Fee Negotiator (Part-Time)
08	<del>Field Worker (Retired Senior Volunteer Program)</del>

ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING

<u>GRADE LEVEL</u>	<u>TITLE</u>
05	File Clerk (County Clerk)
08	Financial Investigator (Physically Handicapped Children)
<del>08</del>	<del>Fire Radio Dispatcher</del>
<del>08</del>	<del>Fire Radio Dispatcher (Part-Time)</del>
99	Fire Service Instructor
12	Fire Training Center Manager
09	Fiscal Coordinator
VIII	Fiscal Director
15	Fiscal Manager
15	Fiscal Manager, Employment & Training
14	Fiscal Technician
14	Fleet Services Manager
12	Fleet Supervisor
03	Food Service Helper
03	Food Service Helper (Part-Time)
08	Food Service Supervisor
<del>47</del>	<del>Forensic Clinic Director</del>
05	Garage Attendant
15	Garage Manager
08	Garage Office Assistant
12	Golf Course Manager
15	Golf Course Superintendent
<del>42</del>	<del>Golf and Ski Facilities Manager</del>
10	Grand Jury Stenographer
13	Grants Coordinator
<del>08</del>	<del>Graphics Specialist</del>
06	Grounds Maintenance Worker
05	Groundskeeper
05	Hairdresser
<del>08</del>	<del>Head Jail Cook</del>
15	Head Social Welfare Examiner
12	Health Services Assistant
09	Heating, Ventilation, Air Conditioning Technician
11	Heavy Equipment Mechanic
08	Heavy Motor Equipment Operator
09	Help Desk Assistant
12	Help Desk Coordinator
<del>42</del>	<del>Help Desk Coordinator (Office Automation)</del>
15	Highway Supervisor (Construction)
14	Highway Supervisor (Road Maintenance)
14	Highway Traffic Safety Coordinator
06	Home Health Aide
08	Horticultural Assistant
14	Horticultural Supervisor

ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING

<u>GRADE LEVEL</u>	<u>TITLE</u>
10	Human Resources Associate
12	Human Rights Assistant
12	Human Rights Assistant (Part-Time)
15	ICHAP Coordinator
14	ICHAP Nurse
09	Information Coordinator, Employment & Training Program
09	Inspector of Weights and Measures
99	Intern
<del>99</del>	<del>Jail Chaplain (Part-Time)</del>
<del>07</del>	<del>Jail Cook</del>
99	Junior Counselor (Seasonal)
12	Junior Engineer
11	Laboratory Technician
05	Laborer I
99	Laborer I (Seasonal)
06	Laborer II
07	Laundry Supervisor
02	Laundry Worker
99	Law Clerk (Seasonal)
99	Lead Counselor (Seasonal)
08	Legal Secretary
10	Legislative Aide
VIII	Legislative Counsel
08	Legislative Secretary
99	Legislator
04	Library Clerk (Part-Time)
08	Licensed Practical Nurse
99	Lifeguard (Seasonal)
99	Lifeguard Supervisor (Seasonal)
05	Mail Clerk
08	Maintenance Carpenter I
09	Maintenance Carpenter II
10	Maintenance Carpenter III
09	Maintenance Electrician
09	Maintenance Mechanic Assistant Supervisor (Sheriff)
12	Maintenance Mechanic Supervisor
12	Maintenance Mechanic Supervisor (Sheriff)
08	Maintenance Plumber
99	Majority Leader
VI	Managed Care Director
10	Managed Care Specialist
14	MDS Coordinator
<del>IX</del>	<del>Medical Director</del>
<del>04</del>	<del>Medical Records Clerk</del>

ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING

<u>GRADE LEVEL</u>	<u>TITLE</u>
14	Medical Records Director
<del>12</del>	<del>Medical Records Technician</del>
10	Medical Transportation Supervisor
17	Mental Health Assessment Team Director
04	Micrographics Clerk
03	Micrographics Clerk Trainee
99	Minority Leader
99	Monitor
99	Monitor-in-Charge
06	Motor Equipment Operator I
07	Motor Equipment Operator II
05	Motor Vehicle Clerk
05	Motor Vehicle Clerk (Part-Time)
06	Motor Vehicle License Clerk
09	Motor Vehicles Administrative Clerk
<del>08</del>	<del>Museum and Park Assistant</del>
11	Museum Coordinator
<del>15</del>	<del>Museum Curator</del>
09	Naturalization Clerk
14	Network Support Specialist
04	Nursing Assistant
04	Nursing Assistant (Part-Time)
03	Nursing Assistant Trainee
14	Nursing Care Manager
15	Nursing Care Supervisor
<del>09</del>	<del>Nutrition Assistant (Spanish/English-Speaking)</del>
16	Nutrition Program Coordinator
15	Nutrition Program Director
13	Nutrition Program Nurse (Spanish/English-Speaking)
13	Nutrition Program Nurse (Spanish/English-Speaking) (Part-Time)
10	Nutrition Program Supervisor
<del>06</del>	<del>Nutrition Services Aide</del>
<del>14</del>	<del>Nutrition Services Coordinator</del>
14	Nutritionist
<del>14</del>	<del>Nutritionist (Spanish/English-Speaking)</del>
03	Occupational Therapy Aide
10	Occupational Therapy Assistant
12	Offender Services Counselor
<del>12</del>	<del>Office Automation Systems Coordinator</del>
<del>12</del>	<del>Office Automation Technician</del>
13	Ombudsman
13	Ombudsman (Part-Time)
12	Operations Supervisor

ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING

<u>GRADE LEVEL</u>	<u>TITLE</u>
17	Out-Patient Clinic Director
<del>11</del>	<del>Outreach Specialist</del>
10	Paralegal
05	Park Attendant
99	Park Attendant (Seasonal)
<del>16</del>	<del>Park Construction Supervisor</del>
10	Park Maintenance Leader
16	Park Maintenance Supervisor
<del>13</del>	<del>Park Naturalist</del>
03	Parking Lot Attendant (Part-Time)
09	Parts Supervisor
07	Payroll Clerk
16	Payroll Coordinator
<del>12</del>	<del>Payroll Manager</del>
99	Per diem LPN
99	Per diem RN
99	Per diem Switchboard Operator
06	Personal Services Assistant
15	Personnel Management Technician
14	Personnel Technician
13	Personnel Technician Trainee
13	Pharmacist
<del>13</del>	<del>Pharmacist (Part-Time)</del>
99	Pharmacist, Per-diem
<del>04</del>	<del>Pharmacy Aide</del>
06	Pharmacy Technician
03	Physical Therapy Aide
10	Physical Therapy Assistant
<del>18</del>	<del>Physician</del>
14	Planner
13	Planner Trainee
09	Planning Assistant
15	Planning Coordinator
17	Plant Operations Manager
05	Pool Maintenance Assistant
08	Principal Account Clerk
08	Principal Account Clerk (Part-Time)
08	Principal Account Clerk (Sheriff)
07	Principal Clerk
17	Principal Engineer
09	Principal Payroll Clerk
18	Principal Public Health Engineer
17	Principal Public Health Sanitarian
08	Principal Recording and Index Clerk

**ORANGE COUNTY**  
**ALPHABETICAL TITLE AND GRADE/LEVEL LISTING**

<u>GRADE LEVEL</u>	<u>TITLE</u>
11	Principal Registry Clerk
17	Principal Sanitary Engineer (Environmental Facilities)
13	Principal Social Welfare Examiner
16	Principal Systems Analyst
IX	Probation Director II
14	Probation Officer
13	Probation Officer Trainee
18	Probation Supervisor
12	<del>Production Manager</del>
12	<del>Program Analyst</del>
10	Program Evaluation Assistant
10	Programmer
09	Programmer Trainee
06	Property Clerk
11	Property Management Coordinator
15	<del>Psychiatric Nurse</del>
17	Psychiatric Nurse Practitioner
11	<del>Public Health Administrator</del>
12	Public Health Educator
14	Public Health Engineer
13	Public Health Engineer Trainee
14	Public Health Investigator (Venereal Disease)
14	Public Health Nurse
14	Public Health Nurse (Temporary)
13	Public Health Sanitarian
12	Public Health Sanitarian Trainee
11	Public Health Technician
10	Public Health Technician Trainee
07	Public Safety Dispatcher I
99	Public Safety Dispatcher I, per diem
08	Public Safety Dispatcher II (Fire)
99	Public Safety Dispatcher II (Fire/Police), Per Diem
08	Public Safety Dispatcher II (Police)
11	Public Safety Dispatcher III
08	<del>Public Relations Clerk</del>
10	Purchasing Agent
14	<del>Quality Control Analyst</del>
13	Radiological Officer
15	Real Property Information Specialist
09	Real Property Tax Assistant
16	Real Property Tax Supervisor
05	Receptionist
05	Receptionist (Part-Time)
06	Receptionist (Spanish/English Speaking)

**ORANGE COUNTY**  
**ALPHABETICAL TITLE AND GRADE/LEVEL LISTING**

<u>GRADE LEVEL</u>	<u>TITLE</u>
05	Recording and Index Clerk
05	<del>Records Clerk</del>
09	Records Center Assistant
12	Records Management Officer
03	<del>Recreation and Activity Aide</del>
03	<del>Recreation and Activity Aide (Part-Time)</del>
99	Recreation Attendant (Seasonal)
99	Recreation Leader (Seasonal)
09	Recreation Program Coordinator
99	Recreation Specialist (Seasonal)
15	Recreation Supervisor
13	Registered Professional Nurse
07	Registry Clerk
10	Rehabilitation Inspector
14	Rehabilitation Planner
09	Rehabilitation Program Examiner
17	Rehabilitation Therapies Coordinator
16	Reimbursement Analyst
04	<del>Reproduction Services Operator</del>
03	<del>Reproduction Services Operator Trainee</del>
07	Reproduction Services Specialist
05	Reproduction Technician
04	Reproduction Technician Trainee
10	<del>Resource Assistant</del>
12	Resource Manager
13	Retired Senior Volunteer Program Coordinator
VI	Risk Management Officer
14	Safety and Loss Control Specialist
17	Sanitary Landfill Supervisor
06	Secretary
06	Secretary (Part-Time)
08	Secretary and Administrative Assistant I
09	Secretary and Administrative Assistant II
11	Secretary to President (Orange County Community College)
07	Secretary to Vice President (Orange County Community College)
05	Security Guard
05	Security Guard, Part-Time
07	Senior Account Clerk
07	Senior Account Clerk (Part-Time)
07	Senior Account Clerk (Sheriff)
17	Senior Accountant
08	Senior Airport Service Attendant
13	<del>Senior Architectural Technician</del>

**ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING**

<u>GRADE LEVEL</u>	<u>TITLE</u>
IX	Senior Assistant County Attorney
IX	Senior Assistant District Attorney
11	Senior Automotive Mechanic
08	Senior Automotive Parts Attendant
09	Senior Building Maintenance Mechanic
06	Senior Building Service Worker
17	Senior Case Supervisor
15	Senior Caseworker (Mental Health)
15	Senior Caseworker (Mental Health) Spanish/English Speaking
12	<del>Senior Certified Occupational Therapy Assistant</del>
07	<del>Senior Chauffeur</del>
13	Senior Citizens Program Coordinator
06	Senior Clerk
06	Senior Clerk (Part-Time)
06	Senior Clerk (Sheriff)
10	Senior Community Health Outreach Worker (Spanish/English-Speaking)
15	<del>Senior Criminal Investigator</del>
11	Senior Deputy Director of Veterans Services
14	Senior Desktop Coordinator
14	Senior Desktop Technician
15	Senior Engineer
15	<del>Senior Engineer (Sanitary)</del>
09	Senior Engineering Aide
09	<del>Senior Fee Negotiator</del>
06	Senior Garage Attendant
07	Senior Groundskeeper
09	<del>Senior Heavy Motor Equipment Operator</del>
10	<del>Senior Information Coordinator E/T Program</del>
99	Senior Lifeguard (Seasonal)
10	Senior Maintenance Electrician
08	Senior Motor Vehicle License Clerk
16	Senior Network Support Specialist
05	Senior Nursing Assistant
04	<del>Senior Occupational Therapy Aide</del>
14	<del>Senior Office Automation Systems Coordinator</del>
08	Senior Payroll Clerk
17	Senior Pharmacist
06	Senior Physical Therapy Aide
15	Senior Planner
15	Senior Probation Officer
11	Senior Programmer
13	Senior Programmer Analyst

**ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING**

<u>GRADE LEVEL</u>	<u>TITLE</u>
14	Senior Public Health Educator
13	<del>Senior Public Health Educator (Part Time)</del>
16	Senior Public Health Engineer
15	Senior Public Health Sanitarian
06	Senior Recording and Index Clerk
09	Senior Registry Clerk
08	Senior Reproduction Services Specialist
07	Senior Secretary
10	Senior Secretary and Administrative Assistant
06	<del>Senior Security Guard</del>
13	<del>Senior Sewage Treatment Plant Operator (A)</del>
14	Senior Social Caseworker
07	Senior Social Services Audit Clerk
10	Senior Social Welfare Examiner
14	Senior Social Work Assistant
11	<del>Senior Stationary Engineer</del>
08	Senior Storekeeper
08	Senior Storekeeper (OCCC)
10	Senior Support Investigator
09	Senior Support Investigator Trainee
15	Senior Systems Analyst
16	Senior Systems Programmer
14	Senior Undercover Investigator
08	<del>Senior Uniform Commercial Code Clerk</del>
13	Senior Wastewater Treatment Plant Operator (A)
12	<del>Senior Water and Sewage Treatment Plant Operator</del>
12	Senior Water and Wastewater Treatment Plant Operator
06	<del>Sewage and Sewer Line Attendant</del>
11	<del>Sewage Treatment Plant Operator (A)</del>
10	<del>Sewer Maintenance Supervisor</del>
99	Sheriff
08	Site Manager - Nutrition Program
12	Site Manager - Senior Citizen Center
99	Ski Patrol Director (Seasonal)
99	Ski School Director (Seasonal)
08	Skilled Laborer
13	Social Caseworker
12	<del>Social Caseworker Trainee</del>
09	Social Welfare Examiner
08	Social Welfare Examiner Trainee
13	Social Work Assistant
14	Special Education Programs Coordinator
13	Special Investigations Supervisor
10	Special Investigator

**ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING**

<u>GRADE LEVEL</u>	<u>TITLE</u>
15	Special Programs Director
V	Staff Assistant
16	Staff Development Coordinator
12	Staff Nurse (Registered Nurse)
<del>16</del>	<del>Staff Psychologist</del>
<del>10</del>	<del>Staff Resource Supervisor</del>
16	Staff Social Worker
16	Staff Social Worker (Part-Time)
12	Staffing and Training Coordinator
12	Staffing Manager
<del>07</del>	<del>Stationary Engineer</del>
09	Stationary Engineer (RHCS)
04	Stockroom Helper
06	Storekeeper (Infirmary)
99	Summer Youth Program Aide (Seasonal)
14	Superintendent of Building Construction
<del>12</del>	<del>Superintendent of Buildings and Grounds</del>
17	Superintendent of Highway Construction
10	Supervising Account Clerk
08	Supervising Groundsman
15	Supervising Nutritionist
<del>14</del>	<del>Supervising Physical Therapist</del>
15	Supervising Public Health Nurse
15	Supervising Public Health Physical Therapist
12	Supervisor of Administrative Support Services
<del>13</del>	<del>Supervisor of Employment and Training Services</del>
15	Supervisor of Employment Services
15	Supervisor of Examinations and Administrative Services
16	Supervisor of Payroll and Employee Benefits
<del>15</del>	<del>Supervisor of Special Traffic Options Program</del>
11	Support Collection Supervisor
07	Support Collector
11	Support Investigations Supervisor
09	Support Investigator
08	Support Investigator Trainee
14	System Manager
14	Systems Analyst
<del>12</del>	<del>Systems Programmer</del>
04	Tailor
14	Tax Map Supervisor
10	Tax Map Technician I
09	Tax Map Technician I Trainee
12	Tax Map Technician II
04	Telephone Operator I

**ORANGE COUNTY  
ALPHABETICAL TITLE AND GRADE/LEVEL LISTING**

<u>GRADE LEVEL</u>	<u>TITLE</u>
04	Telephone Operator I (Part-Time)
99	Telephone Operator I, Per-diem
05	Telephone Operator II
<del>05</del>	<del>Telephone Operator/Cashier</del>
<del>09</del>	<del>Telephone Technician</del>
11	Tourism Assistant (Part-Time)
14	Tourism Coordinator
99	Training Facilitator
14	Training Specialist
14	Training Specialist (DSS)
<del>06</del>	<del>Tree Trimmer</del>
04	Typist I
04	Typist I (Part-Time)
04	Typist I (Temporary)
05	Typist II
05	Typist II (Part-Time)
12	Undercover Investigator
VI	Undersheriff
08	Veterans Benefit Examiner
08	Volunteer Services Specialist
05	Ward Clerk
04	Wardrobe Aide
04	Wardrobe Aide, Part-Time
11	Wastewater Treatment Plant Operator (A)
01	Watchguard (Part-Time)
<del>05</del>	<del>Water and Sewage Plant Assistant</del>
<del>10</del>	<del>Water and Sewage Plant Operator</del>
<del>09</del>	<del>Water and Sewage Plant Operator Trainee</del>
05	Water and Wastewater Plant Assistant
10	Water and Wastewater Treatment Plant Operator
09	Water and Wastewater Treatment Plant Operator Trainee
07	Weighing Station Operator
10	Welder
16	<del>Welfare Management System Coordinator</del>
99	Work Experience Participant
<del>14</del>	<del>Youth Evaluation and Research Specialist</del>
<del>99</del>	<del>Youth Program Aides (Seasonal)</del>
<del>10</del>	<del>Youth Program Monitor (Part-Time)</del>
13	Youth Program Technician
14	Youth Services Coordinator

(— = Abolished Title)



**SCHEDULE "J"**

**DEPARTMENT OF RESIDENTIAL HEALTH CARE SERVICES TITLES  
PAID ON SCHEDULES "E" AND "F"**

Activities Supervisor  
Activity Specialist  
Admissions Assessor  
~~Child Care Assistant~~  
~~Child Care Group Leader~~  
Clinical Instructor  
Director of Activities and Volunteers  
Health Services Assistant  
Licensed Practical Nurse  
Medical Records Director  
~~Medical Records Technician~~  
Nursing Assistant  
Nursing Assistant (Part-Time)  
Nursing Assistant Trainee  
Nursing Care Manager  
Nursing Care Supervisor  
Occupational Therapy Aide  
Occupational Therapy Assistant  
Personal Services Assistant  
Pharmacist  
~~Pharmacist (Part-Time)~~  
~~Pharmacy Aide~~  
Pharmacy Technician  
Physical Therapy Aide  
Physical Therapy Assistant  
~~Recreation and Activity Aide~~  
Rehabilitation Therapies Coordinator  
~~Senior Certified Occupational Therapy Assistant~~  
Senior Nursing Assistant  
Senior Pharmacist  
Senior Physical Therapy Aide  
Staff Nurse (RN)  
~~Supervising Physical Therapist~~  
Ward Clerk

(///// = Abolished Title)

**SCHEDULE "K"**

**DRUG TESTING**

**SECTION I - DEFINITIONS**

A. Illegal substance - any drug or controlled substance listed in Public Health Law Section 3306 (Schedules I through V), including but not limited to heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (angel dust), opium, opiates, methadone, cocaine, quaaludes, amphetamines, seconal, codeine, phenobarbital and valium for which an employee does not have proper medical authorization.

B. Proper medical authorization - a prescription or other writing from a licensed physician or dentist for the use of a drug in the course of medical treatment.

C. Drug - any prescription or over the counter medication not included in Definition I (A) above.

D. Drug use - The use, possession, distribution or sale of any illegal substance during work hours; the use of any illegal substance prior to reporting for duty which impairs to any degree an employee's ability to perform his/her job duties; the use of any drugs prior to reporting for work or during work hours which impairs to any degree an employee's ability to perform his/her job duties; and an employee who tests positive for illegal substances or drugs through a drug testing is presumed in violation of the policy pursuant to the procedure set forth in Section V below.

E. Alcohol abuse - a reading of .05 or more alcoholic content determined by breathalyzer test.

## **SECTION II - DRUG/ALCOHOL TESTING**

(1) Reasonable Suspicion: Testing may be done if there is reasonable suspicion to believe that an employee is guilty of alcohol, illegal substance or drug use in violation of this policy. There is reasonable suspicion to believe an employee is guilty of alcohol, illegal substance or drug abuse if any of the following standards is met:

(a) Where there is:

- \* direct observation of use of an illegal substance or alcohol while on duty;
- \* direct observation of use of an illegal substance or alcohol at such time prior to reporting for duty that there is a reasonable belief that the employee has reported for duty under the influence of an illegal substance or alcohol in violation of this policy as defined in Section I above;
- \* direct observation of use of a drug (as defined in Section I(c)) on duty such that there is a reasonable belief that the employee is impaired by the drug in violation of this policy as defined in Section I above;
- \* direct observation of the use of a drug on such a basis prior to reporting for work that there is a

reasonable belief that the employee has reported for work in an impaired condition or is impaired on duty in violation of this policy as defined in Section I above.

(b) Based on observation of the employee's conduct, performance, appearance, behavior, speech, body odors, or erratic behavior while on duty or at such time prior to reporting for duty that it is reasonably believed that the employee has used or is under the influence of an illegal substance, alcohol or drugs including observation of a pattern of conduct including absences or lateness for work;

(c) Information is provided from a reliable and credible source that the employee is engaging in illegal use, possession, distribution, or sale of an illegal substance or drug while on duty; or is under the influence of an illegal substance, alcohol or drugs while on duty, or at such time prior to reporting for duty, in such a manner or on such a basis that there is a reasonable basis to believe that the employee is reporting for work or working under the influence of alcohol or drugs;

(2) The determination as to whether there is reasonable suspicion to test is to be made by the Department Head or his/her designee. The factual information provided to the Department Head and/or direct observations of the Department Head shall be reduced to writing by the Department Head. The writing shall include a specific statement as to what conduct has been observed or what

information was provided and by whom and whether the source was reliable.

(3) After suspension or reassignment due to alcohol or drug use: If any employee has been suspended or reassigned due to alcohol or drug use, testing will be done once prior to his/her return to duty and on a random basis for a six (6) month period after return to duty, not to exceed two (2) tests after his/her return to duty.

### **SECTION III - TESTING PROCEDURES**

A. Alcohol Testing: Alcohol testing will be done by a breathalyzer test. In lieu of a breathalyzer test, a urine screening may be performed. A urine test will be conducted in accordance with the procedures set forth under subsection B herein for drug testing. A breathalyzer test will be conducted in accordance with the following procedure:

The breathalyzer test will be given according to its operating instructions by an officer certified by New York State to perform the test. A breathalyzer Operational Checklist form will be completed by the police officer administering the test, indicating the name of the employee tested, date and time of test, blood/alcohol content registered, name of officer administering the test and location of test. The supervisor will place the checklist in an envelope marked with the employee's name and social security number. The employee will be requested to sign his/her name to the front of the envelope, indicating that the completed form was placed in the envelope. However, an employee's refusal to sign, if any, shall not invalidate the test results.

The supervisor will sign the envelope and will date the signatures and provide same to the Commissioner of Personnel or his/her designee.

B. Urine Testing: Urine testing will be done in a hospital, medical office/clinic or laboratory site to be chosen by the County, after consultation with CSEA, which, from time to time, or depending on the day of the week or hour of the day may change.

The employee will be transported to the testing site by a supervisor. The employee will complete a chain of custody form as directed by the lab technician. The employee will provide his or her urine specimen in private and the providing of the sample will not be observed. The employee will fill the specimen container and close it immediately after giving the specimen. The employee will initial and date the security tape and seal the specimen bottle. The employee will give the sealed specimen container to the technician who will log it and secure it for screening. The employee will complete information requested on the chain of custody form and sign it and date the form. However, an employee's refusal to follow the chain of custody procedures shall not invalidate test results. The laboratory's chain of custody procedures will be followed if different from the procedures set forth herein.

The sample given shall be tested at a laboratory selected by the County which has NIDA certification. The sample

test results shall be read in accordance with standards utilized by the certified laboratory. The laboratory shall acknowledge that the sample was securely sealed when received.

The designated laboratory shall initially perform the enzyme multiplied immunoassay test (EMIT) on a split sample for the presence of drugs and illegal substances. A sample which tests positive shall be retested by the laboratory using the gas chromatography mass spectroscopy test (GC-MS). A sample shall be deemed positive for the presence of drugs if both the EMIT test and confirmation GC-MS test are positive.

In the event the EMIT test or confirmatory GC-MS test result is negative, then the sample shall be deemed negative for the presence of intoxicating substances. A negative report shall be provided to the Personnel Commissioner, who shall so inform the employee of the test results.

If the results of the EMIT and confirmatory GC-MS test result are positive, the laboratory shall provide copies of the test results to the Personnel Commissioner. The Department Head shall advise the employee within 24 hours of receipt of the results thereof.

Urine testing for alcohol shall be done in accordance with general standards utilized by the certified laboratory.

Positive results may result in disciplinary or other action as set forth in Sections V and VI below.

After the employee receives notice of a confirmed positive test from the Personnel Commissioner, the employee may

make a written request within five (5) calendar days to the Personnel Commissioner for a retest of the remaining portion of the split sample. The employee may then, at his or her own expense, have the sample retested by the laboratory who performed the initial test or by a different duly licensed laboratory selected by the employee. The selected laboratory shall be responsible for pick-up and transport of the sample back to the initial laboratory and it shall ensure chain of custody. The employee shall be responsible for all costs associated with the second test and shall make arrangements for payment with the laboratory performing the retest. However, if the retest by the employee proves negative (both screening and GC-MS or equivalent) and the County determines that the employee's retest is accurate and there is a question of the validity of the County's initial test, which proved positive, the County may, in its discretion, pay the cost for the employee's retest. The results of the retest shall be sent to the Personnel Commissioner, who will then provide a copy of the test results to the employee.

#### **SECTION IV - REASSIGNMENT PENDING TEST RESULTS AND**

##### **DISCIPLINARY ACTION**

Any employee who is suspected of using an illegal substance, drugs and/or alcohol in violation of this policy and is required to submit to a test pursuant to this policy, may, in the discretion of the Department Head be immediately removed from duty. That employee may be assigned to such duty as determined

by the Department Head. Said reassignment may continue pending the results of the alcohol and/or drug test. Where the results of the test are negative, then the employee shall be placed back on regular assignment. Where the results of the test are positive, or if an employee fails or refuses to submit to an ordered test, the employee shall be subject to discipline up to and including discharge.

#### **SECTION V - DISCIPLINARY PROCEDURE/PENALTIES**

A. The use of alcohol during a tour of duty or at such times prior to reporting for duty as may impair to any degree the performance of job assignment is prohibited. A breathalyzer test reading of 0.05 or more is presumed to be a violation of this Policy and will result in disciplinary action as set forth below.

B. Use of any illegal substance during work hours as provided in Section I(a) of this policy, is strictly prohibited and will result in disciplinary action as set forth below. Use of or abuse of any illegal substance off-duty where the employee reports for work under the influence of said substance or use of any drug off-duty or during work hours so that the employee's ability to perform his/her job assignment is impaired to any degree, is deemed a violation of this policy and will result in disciplinary action. On duty possession of substances or prescription drugs not properly medically authorized and/or illegal distribution or sale of illegal substances or prescription drugs while on duty is prohibited and will result

in disciplinary action as set forth herein up to and including dismissal from service. An employee who tests positive for drug use through drug screening user analysis done pursuant to this policy, through a positive drug screening (EMIT) and positive gas chromatography mass spectroscopy test (GC-MS) is presumed to be in violation of this policy and impaired.

C. Nothing in this policy shall prohibit the County from seeking disciplinary penalty against an employee for violation of this policy where the County has not conducted a drug or alcohol test pursuant to this policy or based upon the results of a drug or alcohol test performed while the employee is on duty or resulting from on-duty conduct pursuant to New York State statutory law.

D. An employee ordered to submit to a drug or alcohol test pursuant to this policy may consult with an available union representative after being ordered to submit to said test.

E. Refusal or failure to take a breathalyzer test or drug screening urine analysis as required pursuant to this policy shall be admissible evidence at a disciplinary hearing and will create a presumption of use of alcohol or drugs in violation of this policy. In addition, refusal or failure to take a test as required pursuant to this policy shall subject the employee to a charge of insubordination and disobeying an order in addition to charges for alcohol or drug abuse and use. Tampering with or adulterating a sample will result in disciplinary action up to and including dismissal from service as set forth herein.

F. Employees deemed to have violated this alcohol/drug policy who are entitled to a hearing pursuant to Section 75 of the Civil Service Law shall be afforded said hearing in compliance with the Collective Bargaining Agreement between the parties. This alcohol and drug policy shall not be construed to and does not create any hearing rights for employees not otherwise entitled to a hearing as provided for in Section 75 of the Civil Service Law.

G. Penalties. An employee found guilty of violating this policy shall be subject to disciplinary penalties as set forth in Section 75 of the Civil Service Law including suspension and dismissal and in addition, may be required to participate in drug and/or alcohol counseling as set forth in Section VI below.

H. The results of any breathalyzer test or urine analysis/drug screening that are positive shall be made part of the employee's personnel file. If the results of the above tests are negative, said results shall not be placed in the employee's personnel file unless specifically requested by the employee or if the County obtains the employee's consent to file said results. This shall not preclude the County from keeping a separate record of negative test results on file in the Employee's Department, apart from the employee's personnel file, should the fact of a negative alcohol or drug test be deemed necessary by the County for the defense of the County in litigation that may result due to the employee's conduct or involvement in an occurrence or incident which resulted in the drug or alcohol screening.

I. In addition to disciplinary action, nothing in this alcohol/drug policy shall be deemed to prevent the Employer from referring the results of a positive alcohol or drug test to the appropriate police or other law enforcement agency for purposes of criminal action, if the conduct which resulted in the test constitutes criminal conduct.

#### **SECTION VI - ALCOHOL/DRUG REHABILITATION PROGRAM**

Where a permanently appointed employee, on his or her own behalf, or someone on his or her behalf, voluntarily informs the Department Head that he or she is experiencing problems with alcohol or drug use, who has not previously been the subject of a disciplinary penalty, following applicable due process procedures, if any, for alcohol or drug use and has not been involved in any conduct or occurrence which would require the employee to be tested pursuant to this policy, that employee will be afforded the opportunity to participate in an alcohol or drug rehabilitation program, rather than being subjected to disciplinary action. The particular program in which the employee will participate must be a program approved by New York State and must be approved by the County. Enrollment in an alcohol or drug program in lieu of disciplinary action shall only be available where the employee has never tested positive for drug or alcohol use while employed by the County.

A leave of absence for treatment on an in-patient or out-patient basis will be granted for a period not to exceed

sixty (60) calendar days. However, the Commissioner of Personnel, after consultation with the Department Head, may approve an additional leave of thirty (30) calendar days in his/her discretion. While on leave of absence, the employee may use accumulated sick time, vacation time, holidays and other accrued leave time. Otherwise, said leave of absence is without pay. The terms of the policy relative to said absences are not meant to affect or diminish those rights an employee would otherwise be entitled to pursuant to Sections 72 and 73 of the Civil Service Law.

An employee who chooses to participate in an outpatient program and who does not wish to take a leave of absence, may, in the discretion of the Department Head, continue with his or her duties either on regular assignment, reassignment or limited duty as deemed appropriate by the Department Head in his/her sole discretion. Nothing herein, however, shall be deemed to create a right on the part of an employee to limited, reassigned or light duty. Such reassignment, light or limited duty shall only be provided if the Department Head deems it available within the Department.

An employee is responsible for all costs for and associated with any treatment program in which he or she participates. The County shall bear no responsibility for any such costs, except for those benefits normally provided to Unit members pursuant to the Collective Bargaining Agreement.

An employee participating in a program must sign a

Release for the County to be provided with information by the program with regard to testing done by the program and the employee's participation and performance in the program. Return to work after completion of the program may only occur upon certification from the program that the employee has satisfactorily participated in the program, that the program recommends return to regular assignment and that there is proof of no alcohol or drug use for a period of two (2) weeks prior to return to work. Upon return to work, the employee shall be subject to testing as set forth in Section II above. The final decision as to whether to permit an employee to return to work shall be made by the Personnel Commissioner after consultation with the Department Head but no later than two (2) weeks after receipt of the information discussed above. In the event the Personnel Commissioner determines not to permit the employee to return to work, any action taken by the County to implement this determination must be in accordance with any rights the employee has pursuant to New York State Civil Service Law and/or the Collective Bargaining Agreement.

Any employee who voluntarily chooses to participate in a program but fails to successfully complete the program or be recommended for return to work by the program or the Personnel Commissioner, shall be subject to other appropriate action, including disciplinary action, and sanctions pursuant to Section 75 of the Civil Service Law, up to and including termination, as ordered by the Personnel Commissioner. Prior to such action

being taken or commenced by the Personnel Commissioner, there shall be a meeting with the employee, a Union Head and the Personnel Commissioner or his/her designee and Department Head to discuss the employee's failure to complete the program.

Where an employee has not voluntarily sought treatment and is the subject of disciplinary action, in lieu of or in addition to the penalties as set forth in the Civil Service Law and this agreement, the employee may be required to participate in an alcohol or drug rehabilitation program. The employee will only be permitted to return to regular assignment upon the recommendation of the accredited alcohol or drug abuse program and with the approval of the Personnel Commissioner, subject to any rights provided for in New York State Civil Service Law. Failure to participate in and satisfactorily meet the requirements of the program will result in disciplinary action pursuant to Section 75 of the Civil Service Law. Prior to such action being taken or commenced by the Personnel Commissioner, there shall be a meeting with the employee, a union representative, if so requested by the employee, the Department Head and the Personnel Commissioner or his designee to discuss the employee's failure to complete the program.

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